



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 27, 2020
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

*The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council*

CONSENT AGENDA

1. **Approval of January 13, 2020 City Council Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only

Invoices Paid Listing

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from January 9, 2020 through January 22, 2020 in the amount of \$457,621.26.

UNFINISHED BUSINESS

2. **Bill No. 5806 - an Ordinance Adopting Code Section 230.090 Regarding Requests for Accommodations Pursuant to the Federal Fair Housing Act. Final Reading and Passage**
Summary: The ordinance will provide a clear process for requesting reasonable accommodations pursuant to the Fair Housing Act and ADA.



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- 3. Bill No. 5807 - an Ordinance Amending the Adopted 2020 Budgets of the City of Creve Coeur by Authorizing an Additional Appropriation and Authorizing a Transfer Between Public Safety Sales Tax Fund and the General Fund. Final Reading and Passage**

Summary: Amending the Adopted 2020 Budgets of the City of Creve Coeur by Authorizing an Additional Appropriation and Authorizing a Transfer Between the Public Safety Sales Tax Fund and the General Fund

NEW BUSINESS

- 4. Bill No. 5813 - an Ordinance Amending the Personnel Policy and Procedures Manual of the City of Creve Coeur. First Reading**

Summary: Staff recommends updates to the Personnel Policy and Procedures Manual to provide clarification to employees of existing city policies and make minor edits.

- 5. Resolution No. 1469 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents to Submit the Project Proposal Application and Later to Execute an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program - Sub-Allocated Grant Program for the Old Olive Street Road Great Street Phase 1 Project**

Summary: Public Works staff recommends that the City pursue federal funding to assist with a project to redesign and reconstruct the intersection of Lindbergh Boulevard at Old Olive Street Road. This \$2.35 million project would add a traffic signal to this intersection that will reconnect the two halves of Old Olive and is considered the critical first phase of the Old Olive Street Road Great Street Plan. The City has been awarded approximately \$1 million in state funding for the project, and staff proposes to seek about \$950,000 in federal funding. Construction of this project would likely begin in 2024.

- 6. Resolution No. 1470 - a Resolution of the City of Creve Coeur, Missouri, Revising the Name and Establishing a Task Force to Make Recommendations for Memorializing the History of Venable Park**

Summary: The proposed resolution will revise the name of the park to include the title, "Dr." in the name as requested by the Venable Park Coalition and the Venable family, and also establish a Task Force to be charged with making recommendations to City Council for memorializing the history of Venable Park.



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- 7. Resolution No. 1471 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract Amendment with Horner & Shifrin, Inc. for Additional Engineering Design Services Related to the Emerson Road Improvement Project for the Not-To-Exceed Amount of \$11,000.00**

Summary: Public Works staff recommends that the City enter into a supplemental agreement with Horner & Shifrin, Inc. for the design of the Emerson Road Improvement Project. This supplemental agreement is needed due to the project extending beyond the period stated in the contract and due to changes in the project requirements, neither of which were factors that were in the control of Horner & Shifrin.

APPOINTMENTS

- 8. Nominating Committee**

BUSINESS FROM MAYOR AND CITY COUNCIL

- 9. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

- 10. IT Security Update**

Summary: City staff will provide an update on measures taken by the City to keep our IT systems secure.

- 11. Solar Panel System Review**

Summary: Staff to review with City Council the solar panel system installed at the Dielmann Recreation Complex. The current agreement is expiring and a decision needs to be made to either take over the system or have it removed.

- 12. Medical Marijuana License Update**

Summary: Staff will report on the initial medical marijuana licenses awarded by the state on January 24, as multiple Creve Coeur locations were proposed for dispensaries.

- 13. Parks and Recreation Sponsorship Opportunities 2020**

Summary: The Parks and Recreation Department offers partnership opportunities with local businesses and organizations to fit any budget. The partnership allows businesses to reach a new audience while building a stronger, healthier active community. Staff recommends approval of the proposed 2020 program.



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14. Electronic Waste Recycling Event

Summary: Midwest Recycling Center is proposing to co-sponsor an electronics recycling event with the City on May 29 and 30.

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 01/23/2020
Deborah Ryan, MPCC
City Clerk



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
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300 NORTH NEW BALLAS RD
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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, January 13, 2020 at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Council Member, Ward 2 AJ Wang
Council Member, Ward 2 Ellen Lawrence
Council Member, Ward 3 Robert Hoffman
Council Member, Ward 3 Charlotte D'Alfonso
Council Member, Ward 4 Scott Saunders
Council Member, Ward 1 Alexis Travers
Council Member, Ward 4 Susan Baseley
Council Member, Ward 1 Heather Silverman

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

To accept the agend as presented.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Susan Baseley, Council Member, Ward 4
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

ANNOUNCEMENTS



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***The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council***

CONSENT AGENDA

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Scott Saunders, Council Member, Ward 4
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

1. Council Minutes Dated December 9, 2019

BILLS PAYABLE REPORT

For Information Only

Invoices Paid Listing

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from December 5, 2019 through January 8, 2020 in the amount of \$1,007,581.22.

UNFINISHED BUSINESS

2. Bill No. 5803 - an Ordinance Amending Code Section 210.478 and Adding Code Section 210.330 Regarding Limitations on Use of Drones in the City. Final Reading and Passage

City Clerk read Bill No. 5803 for the final time.

Council Member Wang asked about flying over city owned property and possible wording to include restriction.

Carl Lumley stated we are unable to control air space, but will review further.

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5803 becomes Ordinance No. 5677.



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RESULT:	SECOND AND FINAL READING [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	AJ Wang, Council Member, Ward 2
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

3. Bill No. 5804 - an Ordinance Amending Code Sections 210.530, 210.540 and 210.545 Regarding Controlled Substances. Final Reading and Passage

City Clerk read Bill No. 5804 for the final time.

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5804 becomes Ordinance No. 5678.

RESULT:	SECOND AND FINAL READING [UNANIMOUS]
MOVER:	Susan Baseley, Council Member, Ward 4
SECONDER:	Scott Saunders, Council Member, Ward 4
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

4. Bill No. 5805 - an Ordinance Amending Appendix B, Community Development and Public Works Fee Schedule, to Title IV of the City Code of Ordinances. Final Reading and Passage

City Clerk read Bill No. 5805 for the final time.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 4
SECONDER:	Charlotte D'Alfonso, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

To substitute Bill No. 5805.

The vote on the motion being 8 ayes and 0 nays, motion carried.

Jason Jaggi stated the changes on the substitute bill, if approved tonight changes the effective date to March 1, 2020 for fees and removes the fees for the title company requests for specials, zoning verification or for liens on a property. Title companies fax requests to Community Development approximately 500 times a year and staff felt that it was a high volume of service and needed to charge for the requests. Originally proposed a \$40 fee for those requests. Since, staff has received several communications from title companies opposing the fees. Staff has reviewed other municipalities that charge for the same services and reviewed the process it would take to process the fees with the current system would be more cumbersome and felt that at this time, not to charge and eliminate from this legislation.

Council Member Lawrence asked why the \$500 stop work fee.



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Steve Unser stated currently the ordinance indicated that staff can double the permit fee, in addition to assessing a \$500 penalty. The wording in this legislation is suggesting collecting an escrow on the stop work order jobs.

Council Member D'Alfonso asked on a certificate of occupancy, staff is requesting \$500 as well and why only \$500 and are occupying the property without proper approval and doesn't feel that is a enough to circumvent the program.

Steve Unser stated the current penalty for illegal reoccupancy is \$175, so the \$500 was based on other municipalities charges and felt this is a fair increase for the violation.

Council Member D'Alfonso stated she doesn't feel that \$500 is enough as it doesn't even cover rent for a month in some of the apartments in the area and asked if staff can revisit in a year to see if the program has improved and if the fine assessment should be increased.

Wendy Cromer representing the Missouri Land Title Association and Security Title Insurance Agency at 13355 Olive Blvd thanked staff and Council for introducing a substitute bill eliminating the charge for title company requests. Ms. Cromer requested that anytime the city has concerns with the title industry to reach out to the association located in the city and work together to create better practices.

Barbara Sieerey thanked staff and Council for reconsidering the assessment for title company requests. Title Companies feel that they do a service to the city by collecting liens and fees assessed by the city on properties within the city limits and requested the city reach out to local association to work together on a solution.

The vote on the motion being 8 ayes and 0 nays, motion carried. Substitute Bill No. 5805 becomes Ordinance No. 5679.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Heather Silverman, Council Member, Ward 1
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

NEW BUSINESS

5. Bill No. 5806 - an Ordinance Adopting Code Section 230.090 Regarding Requests for Accommodations Pursuant to the Federal Fair Housing Act. Final Reading and Passage

City Clerk read Bill No. 5806 for the first time.

Carl Lumley stated staff looked at other communities and thought the city would benefit from a formally established set of procedures, so if the city faces another situation under the Fair



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Housing Act, staff can better guide someone along the way so the city has full consideration to any requests for reasonable accommodations and this will give more structure for someone who is new to the community.

Council Member Lawrence asked in Section A, "For leased property, the request shall include a signed statement of support from the property owner if and when available, or an explanation of the status of related requests made to the property owner.", and stated she thinks it is important for the property owner to understand about the request made. Council Member Lawrence stated we should expand on how we expect someone to contact the property owner or require a letter from the property owner.

Carl Lumley stated staff was uncomfortable with making that a precondition, as someone could be in a dispute with the property owner or decline to provide an accommodation that is lawfully required and felt the city should be independently looking at this.

RESULT: FIRST READING

Next: 1/27/2020 7:00 PM

6. Bill No. 5807 - an Ordinance Amending the Adopted 2020 Budgets of the City of Creve Coeur by Authorizing an Additional Appropriation and Authorizing a Transfer Between Public Safety Sales Tax Fund and the General Fund. Final Reading and Passage

City Clerk read Bill No. 5807 for the first time.

Mark Perkins stated staff has changed the process for disbursing holiday pay to officers. Holiday pay is paid in lieu of them taking those holidays because of their work schedule and with the new program/system for finance the system is more conducive to paying out holiday pay as we go throughout the year as opposed to all at the end. This is a one time adjustment to allow for the change. There is also a purchase order that was a carryover from Tyler software, funds were encumbered but not included in the budget for approximately \$12,900.

RESULT: FIRST READING

Next: 1/27/2020 7:00 PM

7. Bill No. 5808 - an Ordinance Repealing Article II, Building Code, of Chapter 500 of the City Code of Ordinances of the City of Creve Coeur, and Enacting in Lieu Thereof a New Article II, Building Code. First Reading

City Clerk read Bill No. 5808 for the first time.

Steve Unser made a presentation regarding this application.

Carl Lumley stated we will need a motion from Council to postpone until the April 13, 2020 meeting for the ninety day notice requirement.



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RESULT: FIRST READING

Next: 4/13/2020 7:00 PM

To move second reading to April 13, 2020 Council meeting to allow for the ninety day notice requirement.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT: APPROVED [UNANIMOUS]

MOVER: Ellen Lawrence, Council Member, Ward 2

SECONDER: Robert Hoffman, Council Member, Ward 3

AYES: Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

8. Bill No. 5809 - an Ordinance Repealing Article VI, Residential Code for One- and Two-Family Dwellings, of Chapter 500 of the City Code of Ordinances of the City of Creve Coeur, and Enacting in Lieu Thereof a New Article VI, Residential Code for One- and Two-Family Dwellings. First Reading

City Clerk read Bill No. 5809 for the first time.

Steve Unser made a presentation regarding this application.

RESULT: FIRST READING

Next: 4/13/2020 7:00 PM

To move second reading to April 13, 2020 Council meeting to allow for the ninety day notice requirement.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT: APPROVED [UNANIMOUS]

MOVER: Robert Hoffman, Council Member, Ward 3

SECONDER: AJ Wang, Council Member, Ward 2

AYES: Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

9. Bill No. 5810 - an Ordinance Repealing Article X, Energy Conservation Code, of Chapter 500 of the City Code of Ordinances of the City of Creve Coeur, and Enacting in Lieu Thereof a New Article X, Energy Conservation Code. First Reading

City Clerk read Bill No. 5810 for the first time.

Steve Unser made a presentation regarding this application.



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RESULT: FIRST READING

Next: 4/13/2020 7:00 PM

To move second reading to April 13, 2020 Council meeting to allow for the ninety day notice requirement.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT: APPROVED [UNANIMOUS]

MOVER: Susan Baseley, Council Member, Ward 4

SECONDER: Robert Hoffman, Council Member, Ward 3

AYES: Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

10. Bill No. 5811 - an Ordinance Repealing Article IX, Property Maintenance Code, of Chapter 500 of the City Code of Ordinances of the City of Creve Coeur, and Enacting in Lieu Thereof a New Article IX, Property Maintenance Code. First Reading

City Clerk read Bill No. 5811 for the first time.

Steve Unser made a presentation regarding this application.

RESULT: FIRST READING

Next: 4/13/2020 7:00 PM

To move second reading to April 13, 2020 Council meeting to allow for the ninety day notice requirement.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT: APPROVED [UNANIMOUS]

MOVER: Robert Hoffman, Council Member, Ward 3

SECONDER: Susan Baseley, Council Member, Ward 4

AYES: Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

11. Bill No. 5812 - an Ordinance Enacting a New Article XI, Swimming Pool and Spa Code, of Chapter 500 of the City Code of Ordinances of the City of Creve Coeur. First Reading

City Clerk read Bill No. 5812 for the first time.

Steve Unser made a presentation regarding this application.



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RESULT: FIRST READING

Next: 4/13/2020 7:00 PM

To move second reading to April 13, 2020 Council meeting to allow for the ninety day notice requirement.

The vote on the motion being 8 ayes and 0 nays, motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ellen Lawrence, Council Member, Ward 2
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

12. Mercy Outpatient Center South Campus Site Development Plan Request for Extension

City Clerk introduced.

Council Member Travers recused as Mercy is her employer.

Jason Jaggi stated an extension has been requested by the applicant. Original site development plan was approved February 26, 2018 and has since received two extensions, if approved completion will be extended to August 24, 2020.

George Stock and Don Kalicak were present to answer any questions. George Stock stated in March 2020 the land exchange with 763 and 777 will be completed allowing for construction to begin.

The vote on the motion was 8 ayes and 0 nays, motion carried.

Council Member Travers returned to the dais.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Heather Silverman, Council Member, Ward 1
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

BUSINESS FROM MAYOR AND CITY COUNCIL

13. Council Liaison Reports

Council Member Silverman stated Parks and Historic Preservation did not had a December meeting, although there was a meeting this afternoon about the Venable Park and moving forward with acknowledging the history of the park and what should happen. Part of the



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discussion included a recommendation during that meeting, that a task force be created to look at the appropriate ways to memorialize the history.

Mayor Glantz asked if the task force would be created by the city council.

Mark Perkins stated yes and subject to the normal nominating committee process.

Mayor Glantz to bring forward a proposed resolution outline at the next meeting.

Council Member Lawrence stated the Finance Committee met and have been discussing at length on how to save money, anywhere in our insurance portfolio and decided to have employee and retired spouses pay and additional \$200 per month if they forgo their employers insurance plan for the city's.

Council Member Travers asked if the city has explored a tobacco surcharge or similar to lessen the spouse surcharge.

Sharon Stott stated no.

Council Member Lawrence stated she would like everyone to be thinking about how to cut costs and if there are any suggestions to please bring them forward.

Mayor Glantz stated this will be discussed at a February work session.

Council Member Lawrence stated the 2020 Heart to Heart Committee met and race day is scheduled for June 6th, 2020, so please mark your calendars.

Council Member Wang stated the Police Committee and update on the new police building, the building is about 2/3 occupied. The sally port is completed and the good news for the exhaust problem, they have a solution but the bad news is the cost will be about \$202k, which will triggers errors and omissions insurance. Builder left off a few cameras and that will be corrected. Prop P funding to allow for the purchase of license plate reader as well as two drones.

14. Construction Dumpsters

Council Member D'Alfonso stated in Ward 3, over the years and especially this last month, a couple different properties are concerned with the length of time construction dumpsters are on site. Allowing a dumpster on site as long as the permit is active, for up to a year, is too long and when not visible work is being completed.

Mark Perkins stated staff has not had an opportunity to discuss these concerns and open to change, as long as staff can enforce.

Council Member D'Alfonso stated she would like to talk about residential and commercial, specifically apartments when they could have a permit open constantly.



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Steve Unser stated the duration and placement of a dumpster has always been tied to the building permit. Once a permit has been issued, often staff has allowed a contractor to begin once they have applied for a permit to place a dumpster on site to begin demo. Duration has been tied to the building permit. At any given time there are 400 to 500 active job sites in the city. Most complaints about dumpsters is what is blowing out of them instead of that they are there or how long they are there. Once a complaint has been received about debris, staff contacts the contractor and the dumpster gets emptied and/or it is removed. Most jobs are completed before the year permit expires. Staff has discussed and could tie to a drywall inspection to remove the dumpster. The dumpster on Falaise that the city has received complaints about is a different issue. The dumpster was placed on site illegally without obtaining a permit. A stop work order was issued, the owner came and applied for a permit, which took 2 months.

Council Member D'Alfonso stated she would like staff to look into this issue and work on some suggestions or changes to the length of time dumpsters are allowed.

Mark Perkins stated staff has direction.

* 8:25 pm - Council Member Silverman left the dais.

* 8:27 pm - Council Member Silverman returned to the dais.

RESULT:	ITEM DISCUSSED
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BUSINESS FROM CITY ADMINISTRATOR

15. Correction to Ordinance 5675 that Extended Eminent Domain Authorization

Mark Perkins stated staff found an error in Ordinance No. 5675 that was approved at the December 9, 2019 Council meeting. The ordinance references Ordinance 3307 and it should be Ordinance 5625, five times within the body of the ordinance. City Clerk will make the corrections to the ordinance as scrivener's errors and there is no action needed by Council to make the corrections. Staff wanted Council to be aware of the changes.

RESULT:	ITEM DISCUSSED
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16. Staff Report on 39 North Phase 1 Grant Status and Recommendation

Matt Wohlberg updated the City Council with regard to the status of the various funding opportunities that are available for a project to add a traffic signal to the intersection of Lindbergh at Old Olive. Mr. Wohlberg stated the City has been awarded about \$1 million in state Cost Share Program funding and about \$575,000 from the Governor's Transportation Cost-Share Program, but staff recommended that the City decline the Governor's Program funding due to the time constraints associated with it and recommends that the City seek



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approximately \$950,000 in federal grant funding to supplement the Cost Share Program award.

- * 8:40 pm - Council Member Hoffman left the dais
- * 8:42 pm - Council Member Hoffman returned to the dais

RESULT:	ITEM DISCUSSED
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17. Planning & Zoning Staff Report

Jason Jaggi stated new apartment building project in the East Olive Corridor. Area is zoned CB and a couple older homes would be demolished to accommodate the new building. There is no rezoning or conditional use permit needed for this project and the current zoning allows for it. Planning and Zoning will review at their meeting next Tuesday. Building is proposed to be 4 stories tall for a total of 20 units, some covered parking, all two bedroom units and patios/outdoor common areas for residents.

Chaminade has submitted application for a new, stand alone basketball arena with a major donor, NBA player and former Chaminade student.

Staff is working with Ameren on possible relocation of a substation on Olive near Aldi center. That would move the substation to the rear of the property out of site of daily business and an upgrade in Ameren's equipment for that station.

RESULT:	ITEM DISCUSSED
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ADJOURN

To adjourn at 9:00 pm

The vote on the motion being 8 ayes and 0 nays, motion carried.
Submitted by:

Deborah Ryan
Glantz
City Clerk
Mayor

Barry

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Susan Baseley, Council Member, Ward 4
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Council
Category: Report
Prepared By: Anne Cronin
Initiator: Anne Cronin
Sponsors:
DOC ID: 3651

SCHEDULED

INVOICES PAID LISTING (ID # 3651)

Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from January 9, 2020 through January 22, 2020 in the amount of \$457,621.26.



MEMORANDUM

DATE: January 22, 2020

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from January 9, 2020 through January 22, 2020 in the amount of \$457,621.26.



Creve Coeur, MO

Council Report of Invoices Paid

By Fund

Payment Dates 01/09/2020 - 01/22/2020

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND							
HEALTHY ALLIANCE LIFE INSU...		000626569C	12/25/2019	DENTAL JAN 20	01-2213	58787	6,285.77
ST. LOUIS AREA HEALTH INSU...		0120	12/20/2019	GROUP HEALTH JAN 20	01-2211	58817	101,905.97
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-2222	58821	8.68
BANK OF AMERICA		04770G	12/17/2019	(20) BUS TICKETS	01-2410	58828	30.00
BANK OF AMERICA		0550605	12/23/2019	(6) PCKS WINDEX WIPES (1) B...	01-2410	58828	31.01
BANK OF AMERICA		24013089361060810083993	12/26/2019	SUSPICIOUS CHARGES CLAIM F...	01-2844	58828	177.45
BANK OF AMERICA		24013089361060810106174	12/26/2019	SUSPICIOUS CHARGE FROM LY...	01-2844	58828	105.00
BANK OF AMERICA		8470631	12/09/2019	(18) BOXES OF KLEENEX	01-2410	58828	28.99
DIERBERGS		3569-136-5	01/14/2020	PRISONER MEALS	01-2410	58842	17.91
							108,590.78
							108,590.78
Department: 11 - LEGISLATIVE SERVICES							
Division: 12 - MAYOR AND CITY COUNCIL							
METRO MAYORS		MAYOR DUES 2020	01/15/2020	ANNUAL DUES FOR JAN 2020-...	01-11-12-6262	58800	350.00
BANK OF AMERICA		034353	12/05/2019	KRISPY KREME DONUTS	01-11-12-6264	58828	43.87
BANK OF AMERICA		04481G	12/09/2019	NOODLES AND COMPANY DIN...	01-11-12-6264	58828	300.00
BANK OF AMERICA		DEPOSIT REFUND	12/09/2019	WEINHARDT PARTY RENTAL D...	01-11-12-7315	58828	-100.00
Division 12 - MAYOR AND CITY COUNCIL Total:							593.87
Division: 13 - CITY CLERK							
AMERICAN DOCUMENT DEST...		22699	11/04/2019	PAPER SHREDDING SERVICE	01-11-13-6202	58756	106.00
VERIZON WIRELESS SERVICES L...		9845658778	01/04/2020	TABLETS AND AIRCARDS 1/5-2...	01-11-13-6253	58824	40.01
GRANICUS LLC		121996	01/01/2020	CIVIC STREAMING/AGENDA &...	01-11-13-6213	58845	945.70
Division 13 - CITY CLERK Total:							1,091.71
Department 11 - LEGISLATIVE SERVICES Total:							1,685.58
Department: 12 - ADMINISTRATION							
Division: 10 - LEGAL							
CURTIS, HEINZ, GARRETT & O'...		147192-147196	01/03/2020	ATTORNEY FEES THROUGH 12...	01-12-10-6201	58774	12,925.00
Division 10 - LEGAL Total:							12,925.00
Division: 11 - ADMINISTRATIVE							
SPECIALTY MAILING	PO00199	46325	12/31/2019	Residential Newsletter Handli...	01-12-11-6203	58816	321.60
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	ADMIN PLUS VERIZON SHORT ...	01-12-11-6253	58825	278.47
BANK OF AMERICA		1059376	12/04/2019	RICHARD ZIELKE PRE EMPLOY...	01-12-11-6202	58828	15.25
BANK OF AMERICA		1061683	12/06/2019	PRE EMPLOYMENT BACKGRO...	01-12-11-6202	58828	15.25
BANK OF AMERICA		CC 12/23/19	12/23/2019	BUSINESS NEWSLETTER SUBS...	01-12-11-6262	58828	70.00
BANK OF AMERICA		WSJ 12/10/19	12/10/2019	WALL STREET JOURNAL SUBSC...	01-12-11-6262	58828	19.49

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
MERCY CORPORATE HEALTH		547680	01/02/2020	DRUG SCREEN PRE EMPLOYM...	01-12-11-6271	58851	65.00
MERCY CORPORATE HEALTH		547681	01/02/2020	DRUG SCREEN PRE EMPLOYM...	01-12-11-6271	58851	65.00
MERCY CORPORATE HEALTH		548840	01/03/2020	PRE EMPLOYMENT PHYSICAL R...	01-12-11-6271	58851	60.00
MERCY CORPORATE HEALTH		549203	01/02/2020	POST ACCIDENT DRUG SCREEN...	01-12-11-6271	58851	322.00
MERCY CORPORATE HEALTH		549698	01/02/2020	PRE EMPLOYMENT PHYSICAL &...	01-12-11-6271	58851	132.00
MERCY CORPORATE HEALTH		551511	01/03/2020	PRE EMPLOYMENT DRUG SCR...	01-12-11-6271	58851	65.00
CHAMBER OF COMMERCE CR...		5863	01/09/2020	CHAMBER MEMBERSHIP LUN...	01-12-11-6264	58841	20.00
ASI		A00017869C0C7TR	12/31/2019	FSA/HRA ADMIN FEES 12/1-12...	01-12-11-6203	58838	458.00
ST. LOUIS AREA CITY MANAG...		SLACMA 1/14/20	01/14/2020	SLACMA ANNUAL DUES PERKI...	01-12-11-6262	58861	100.00
Division 11 - ADMINISTRATIVE Total:							2,007.06
Division: 51 - MIS OPERATIONS							
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	MIS PLUS VERIZON SHORT PAI...	01-12-51-6253	58825	235.28
BANK OF AMERICA		1493901285	12/18/2019	MICROSOFT ACCESS 2019 SOF...	01-12-51-7332	58828	129.99
BANK OF AMERICA		249726440	12/16/2019	CREVECOEUR.ORG DOMAIN PR...	01-12-51-6213	58828	44.95
BANK OF AMERICA		530604	01/02/2019	CODE CHARGE STUDIO	01-12-51-7332	58828	223.96
UMZUZU LLC	PO00156	0129854	01/01/2020	G Suite Business Annual, mont...	01-12-51-6213	58866	1,300.00
SYNCHRONY BANK		456359939338	12/18/2019	WIRELSS HEADSET SYSTEM	01-12-51-7331	58863	174.50
SYNCHRONY BANK		665756489685	12/19/2019	4 MONITOR DISPLAY ADAPTER...	01-12-51-6213	58863	88.12
CDW LLC		WHM3251	01/03/2020	3 WINDOWS 10 LICENSES PD	01-12-51-6213	58840	529.32
CDW LLC		WJB9596	01/07/2020	ADOBE ACROBAT PRO 2017	01-12-51-7332	58840	424.85
Division 51 - MIS OPERATIONS Total:							3,150.97
Department 12 - ADMINISTRATION Total:							18,083.03
Department: 13 - FINANCE							
Division: 11 - ADMINISTRATIVE							
THE ARTINA GROUP INC		42278	01/06/2020	2019 1095 TAX FORMS	01-13-11-7304	58820	93.42
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	FINANCE	01-13-11-6253	58825	53.18
BANK OF AMERICA		1560098	12/20/2019	TYLER INCODE CONF REGISTR...	01-13-11-6265	58828	975.00
BANK OF AMERICA		GAAP 12/4/19	12/04/2019	GAAP DUES TRACY BROTHERS	01-13-11-6262	58828	75.00
BANK OF AMERICA		GAPP 12/12/19	12/12/2019	GAAP MEETING TRACY BROTH...	01-13-11-6264	58828	25.00
BANK OF AMERICA		GFOA 12/17/19	12/17/2019	GFOA PAFR FEE FY2019	01-13-11-6202	58828	250.00
BANK OF AMERICA		TYLER 12/20/19	12/20/2019	TYLER INCODE CONF LORI OBE...	01-13-11-6265	58828	975.00
AP TECHNOLOGY		IN024333	01/07/2020	AP BLANK CHECK STOCK 3 BO...	01-13-11-7304	58836	445.69
Division 11 - ADMINISTRATIVE Total:							2,892.29
Division: 14 - MUNICIPAL COURT							
ENGELMEYER & PEZZANI LLC	PO00227	COURT SERVICES 1/10/19	01/10/2020	Judical Services as appointed b...	01-13-14-6201	58843	3,333.48
Division 14 - MUNICIPAL COURT Total:							3,333.48
Division: 15 - INTERDEPARTMENTAL							
HEALTHY ALLIANCE LIFE INSU...		000626569C	12/25/2019	DENTAL JAN 20	01-13-15-5233	58787	-134.02
ST. LOUIS AREA HEALTH INSU...		0120	12/20/2019	GROUP HEALTH JAN 20	01-13-15-5230	58817	15,446.71
CHARTER COMMUNICATIONS		0353198010120	01/01/2020	350N NEW BALLAS 1/1-1/31/20	01-13-15-6253	58770	475.05
MISSOURI DIVISION OF EMPL...		05-18895-0-00 1/10/20	01/10/2020	LATE PAYMENT INTEREST	01-13-15-5244	58809	4.20
KONICA MINOLTA BUSINESS S...		263420112	12/31/2019	ADMIN COPIER MAINT DEC 20...	01-13-15-6213	58794	61.00

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AT&T		31456989160772 12/25/19	12/25/2019	ANALOG LINES	01-13-15-6253	58763	306.37
FEDEX		6-886-92198	01/02/2020	POSTAGE FOR BOA OVERNIGH...	01-13-15-6269	58782	74.15
AT&T LONG DISTANCE		857595480 1/6/20	01/06/2020	GARAGE LONG DISTANCE	01-13-15-6253	58764	6.60
BANK OF AMERICA		000009	12/05/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	40.00
BANK OF AMERICA		003806	12/12/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	50.00
BANK OF AMERICA		00994G	12/05/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	30.00
BANK OF AMERICA		05432G	12/11/2019	GIFT CARDS FOR EMPLOYEE L...	01-13-15-6272	58828	30.00
BANK OF AMERICA		06920G	12/11/2019	GIFT CARDS FOR EMPLOYEE L...	01-13-15-6272	58828	50.00
BANK OF AMERICA		09394G	12/12/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	30.00
BANK OF AMERICA		09730G	12/05/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	25.00
BANK OF AMERICA		19167669	11/26/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	472.94
BANK OF AMERICA		20086	12/12/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	30.00
BANK OF AMERICA		50146680051	12/05/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	66.98
BANK OF AMERICA		714CC00D4	12/05/2019	EMPLOYEE RECOGNITION LUN...	01-13-15-6272	58828	70.00
BANK OF AMERICA		INV00341288	12/27/2019	SLAIT WELLNESS GRANT HEAL...	01-13-15-7317	58828	149.00
BANK OF AMERICA		SV001004143886	12/11/2019	GIFT CARDS FOR EMPLOYEE L...	01-13-15-6272	58828	50.00
RETIREMENT PLAN ADVISORS	PO00195	2019-48	01/10/2020	Investment Advisory Services ...	01-13-15-6203	58857	4,480.20
WEST CENTRAL DISPATCH CEN...		20-7	01/08/2020	REJIS 3RD QTR FY20	01-13-15-6213	58867	787.00
WEST CENTRAL DISPATCH CEN...		20-7	01/08/2020	FIBER FEES 3RD WTR FY20	01-13-15-6253	58867	5,708.00
WEST CENTRAL DISPATCH CEN...		20-7	01/08/2020	CABLE 3RD QTR FY20	01-13-15-6255	58867	400.00
AT&T		31498327050760 1/7/20	01/07/2020	MONITOR LINE ICE ARENA 1/7...	01-13-15-6253	58839	75.26
OFFICE DEPOT		423628171001	01/06/2020	CALENDARS/FILE JACKETS/ SU...	01-13-15-7312	58856	221.43
OFFICE DEPOT		423642089001	01/06/2020	PRINTER INK	01-13-15-7312	58856	52.89
OFFICE DEPOT		423858168001	01/06/2020	LEGAL SIZE FOLDER PORTFOLI...	01-13-15-7312	58856	125.97
OFFICE DEPOT		427558618001	01/13/2020	BATTERIES ALL SIZES/ PRINTER ..	01-13-15-7312	58856	203.50
OFFICE DEPOT		427558619001	01/11/2020	MEMO PADS FOR POLICE OFFI...	01-13-15-7312	58856	41.38

Division 15 - INTERDEPARTMENTAL Total: 29,429.61

Department 13 - FINANCE Total: 35,655.38

Department: 14 - COMMUNITY SERVICES

Division: 11 - ADMINISTRATIVE

BANK OF AMERICA	6138	12/18/2019	ANNUAL MPRA CONF FOR STA...	01-14-11-6265	58828	390.00
BANK OF AMERICA	9SN39QJTP2	12/31/2019	DADDY DAUGHTER DANCE FA...	01-14-11-6260	58828	30.00
BANK OF AMERICA	AJJLEQ22L2	12/31/2019	JAN WINTER FARMERS MARKE...	01-14-11-6230	58828	4.99
BANK OF AMERICA	BADE14GNHFY	12/06/2019	PICTURE FOR POSTER DADDY ...	01-14-11-6260	58828	1.00

Division 11 - ADMINISTRATIVE Total: 425.99

Department 14 - COMMUNITY SERVICES Total: 425.99

Department: 16 - MUNICIPAL FACILITIES MAINTENANCE

Division: 11 - ADMINISTRATIVE

METROPOLITAN ST. LOUIS SE...	0247372-6 1/9/2020	01/09/2020	300 N NEW BALLAS RD 11/30/...	01-16-11-6254	58801	706.42
ARAMARK UNIFORM SERVICES	315796896	01/14/2020	UNIFORM CLEANING- BUILDI...	01-16-11-7308	58761	9.48
AMERENUE	55031-62002 NOV-DEC 19	01/15/2020	CITY HALL	01-16-11-6250	DFT0001193	4,268.36

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	BLDG MAINT	01-16-11-6253	58825	66.26
Division 11 - ADMINISTRATIVE Total:							5,050.52
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:							5,050.52

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

TWO SASSY DESIGNS LLC		1237	12/31/2019	SHADOW BOX FOR SCOTT WO...	01-21-11-7306	58823	99.95
BRIAN W TRUAX		4838	12/26/2019	NARCAN NASAL SPRAY	01-21-11-6271	58767	225.00
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	PD ADMIN	01-21-11-6253	58825	159.81
VERIZON WIRELESS SERVICES L...		9845658778	01/04/2020	TABLETS AND AIRCARDS 1/5-2...	01-21-11-6253	58824	240.06
FBI-NAA		MEETING 1/14/20	01/15/2020	4 MEETING FEES FOR COMMA...	01-21-11-6264	58781	64.00
BANK OF AMERICA		0098600	12/04/2019	IACP MEMBERSHIP HARTMAN	01-21-11-6262	58828	190.00
BANK OF AMERICA		073252	12/10/2019	GAS FOR CHEIFS CONFERENCE	01-21-11-6265	58828	10.00
BANK OF AMERICA		150917	12/08/2019	GAS USED FOR CHIEFS CONF...	01-21-11-6265	58828	11.00
BANK OF AMERICA		1715322	12/12/2019	LODGING DURING CHIEFS CO...	01-21-11-6265	58828	312.44
BANK OF AMERICA		210652	12/09/2019	GAS USED FOR CHIEFS CONF...	01-21-11-6265	58828	22.00
BANK OF AMERICA		4117804	12/11/2019	(2) BOXES NITRILE GLOVES	01-21-11-6271	58828	19.96
BANK OF AMERICA		4117804	12/11/2019	PLASTIC ID BADGE HOLDERS	01-21-11-7302	58828	5.99
BANK OF AMERICA		ORDER 0044124	12/04/2019	IACP MEMBERSHIP RENEWAL ...	01-21-11-6262	58828	190.00
GUARDIAN TRACKING LLC	PO00273	2020-0013	01/22/2020	ANNUAL SUBS INTERNET ACCE...	01-21-11-6202	58846	2,268.00
WEST CENTRAL DISPATCH CEN...	PO00180	20-7	01/08/2020	3RD QTR WCDC BASE AND UTI...	01-21-11-6202	58867	134,146.00
Division 11 - ADMINISTRATIVE Total:							137,964.21

Division: 21 - INVESTIGATION

LEXISNEXIS		1432814-20191231	12/31/2019	DECEMBER 2019 USER FEES	01-21-21-6202	58796	203.00
BANK OF AMERICA		4369829	12/10/2019	(2) PACKS FO 100 DVD-R	01-21-21-7304	58828	49.96
BANK OF AMERICA		4638621	12/12/2019	(12) 16 GB FLASH DRIVES (12) ...	01-21-21-7304	58828	165.72
BANK OF AMERICA		5356252	12/23/2019	100 PACK OF CD/DVD MAILER ...	01-21-21-7304	58828	21.89
Division 21 - INVESTIGATION Total:							440.57

Division: 22 - PATROL

DOBBS TIRE & AUTO CENTERS		04-312144	12/27/2019	(2) TIRES	01-21-22-6210	58777	270.00
DEKA/ELECTRO BATTERY MFG.		116359	01/07/2020	(1) BATTERY CAR 2419 & (1) C...	01-21-22-6210	58776	116.16
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-21-22-5234	58821	0.54
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-21-22-5235	58821	0.11
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-21-22-5236	58821	0.46
LEON UNIFORM COMPANY		483403-02	12/27/2019	D CHARBONNEAU	01-21-22-7308	58795	48.75
LEON UNIFORM COMPANY		484257-02	12/26/2019	D FEDDER	01-21-22-7308	58795	37.25
LEON UNIFORM COMPANY		489000-01	12/27/2019	D CHARBONNEAU	01-21-22-7308	58795	203.97
LEON UNIFORM COMPANY		491768	01/02/2020	D SZYDLOWSKI	01-21-22-7308	58795	7.05
HANDY AUTOMOTIVE		6219-455945	01/06/2020	(1) SET OF BRAKE PADS AND (2...	01-21-22-6210	58786	144.33
HANDY AUTOMOTIVE		6219-456010	01/06/2020	BOLT FOR CAR 2416	01-21-22-6210	58786	8.65
HANDY AUTOMOTIVE		6219-456171	01/07/2020	(1) SET OF BRAKE PADS AND (2...	01-21-22-6210	58786	157.65
HANDY AUTOMOTIVE		6219-456473	01/09/2020	(5) OIL FILTERS FOR PATROL V...	01-21-22-6210	58786	30.60
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	PD PTRL	01-21-22-6253	58825	565.03

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
BANK OF AMERICA		1349713	12/31/2019	(6) TIN CONTAINERS	01-21-22-7313	58828	10.97
BANK OF AMERICA		165238	12/17/2019	(6) \$50 GAS CARDS	01-21-22-7307	58828	300.00
BANK OF AMERICA		330773	12/18/2019	FLEET CAR WASHES FOR NOV ...	01-21-22-6210	58828	18.00
BANK OF AMERICA		7437060 REFUND	11/19/2019	AMAZON PRIME MEMBERSHIP...	01-21-22-6262	58828	-1.99
BANK OF AMERICA		8470631	12/09/2019	(2) MOBILE PRINTER BATTERIES	01-21-22-7304	58828	115.00
LEON UNIFORM COMPANY		487881-01	01/04/2020	MAKENZIE WORLEY	01-21-22-7308	58849	219.98
Division 22 - PATROL Total:							2,252.51
Department 21 - POLICE Total:							140,657.29
Department: 31 - PUBLIC WORKS							
Division: 11 - ADMINISTRATIVE							
AMERICAN PUBLIC WORKS AS...		84968	01/03/2020	APWA ST LOUIS BRANCH ANN...	01-31-11-6264	58758	30.00
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	PW ADMIN	01-31-11-6253	58825	292.73
BANK OF AMERICA		6007442	12/30/2019	WIRELESS REMOTE CONTROL ...	01-31-11-7304	58828	16.98
BANK OF AMERICA		7011428	12/06/2019	FRONT OFFICE LABEL MAKER	01-31-11-9504	58828	126.96
Division 11 - ADMINISTRATIVE Total:							466.67
Division: 41 - STREET MAINTENANCE							
JOHNNY ON THE SPOT #347		0347-000229255	12/31/2019	PORTA JOHNS 12/1/19-12/31/...	01-31-41-6266	58793	133.64
MISSOURI AMERICAN WATER ...		1017-210013915844 1/10/20	01/10/2020	631 S NEW BALLAS RD IRRIG 1...	01-31-41-6254	58804	18.00
ABSTENENCIA GENTRY		1261-2000010611	01/06/2020	BEVERLY, CANN, FAIR, RUNYO...	01-31-41-6207	58755	3,179.52
ABSTENENCIA GENTRY		1261-2500005304	01/06/2020	DEWITT, JONES, SCHOO, WILLI...	01-31-41-6207	58755	1,860.48
ABSTENENCIA GENTRY		1261-2500005305	01/06/2020	SLAUGHTER	01-31-41-6207	58755	352.80
CERTIFIED POWER, INC.		15472168	01/13/2020	315 HYDRO COIL	01-31-41-6210	58769	82.42
CEEKAY SUPPLY		1558511	12/31/2019	TANK RENTAL 12/1/19-12/31/...	01-31-41-7307	58768	155.59
CREST INDUSTRIES, INC.		2536747	01/10/2020	STOCK	01-31-41-6212	58773	41.88
WIRELESS USA		273395	12/31/2019	MOTOROLA WAVE ANTENNA	01-31-41-6210	58827	192.33
HOME DEPOT CREDIT SERVICES		3014530	12/06/2019	WATER CONNECTIONS	01-31-41-6212	58788	22.72
RUSH TRUCK CENTER		3017362221	11/19/2019	SENSOR KIT	01-31-41-6210	58814	408.75
RUSH TRUCK CENTER		3017890902	01/09/2020	SOLENOID FOR 316	01-31-41-6210	58814	123.75
RUSH TRUCK CENTER		3017899350	01/09/2020	VALVE KIT FOR 3	01-31-41-6210	58814	78.75
RUSH TRUCK CENTER		3017913259	01/10/2020	BRAKE CHAMBER 320	01-31-41-6210	58814	81.62
ARAMARK UNIFORM SERVICES		315796894	01/14/2020	UNIFORM SERVICE	01-31-41-7308	58761	355.56
OFFICE DEPOT		419367850001	12/20/2019	MAGNETIC BOARD	01-31-41-7304	58812	197.98
NORTHERN TOOL & EQUIPME...		4802076785	12/31/2019	TRASH PUMP	01-31-41-9503	58811	404.99
AMERENUE		55031-62002 NOV-DEC 19	01/15/2020	STREET DEPT ELECTRIC	01-31-41-6250	DFT0001193	1,099.54
AMERENUE		55031-62002 NOV-DEC 19	01/15/2020	STREET LIGHTING	01-31-41-6251	DFT0001193	9,673.05
ST. LOUIS SAFETY, INC.		589891	01/10/2020	SAFETY SUPPLIES	01-31-41-7308	58818	308.96
HANDY AUTOMOTIVE		6219-456139	01/07/2020	SMALL TOOLS FOR SHOP	01-31-41-7302	58786	42.49
N.B. WEST CONTRACTING CO.		6566	01/08/2020	POTHOLE MIX	01-31-41-7305	58810	280.60
HOME DEPOT CREDIT SERVICES		7034024	12/02/2019	POT HOLE PATCH	01-31-41-7305	58788	46.60
HOME DEPOT CREDIT SERVICES		7034947	12/12/2019	SHOP SUPPLIES	01-31-41-6211	58788	83.89
BEELMAN LOGISTICS, LLC PO00161		709158	01/09/2020	Salt Hauling FY20	01-31-41-7310	58765	4,469.50
AMERICAN PUBLIC WORKS AS...		808289 3/8/20	01/07/2020	APWA 2020 SNOW CONF MIKE..	01-31-41-6265	58757	575.00
SAFETY-KLEEN SYSTEMS, INC.		80856862	01/02/2020	CLEANOUT OIL/WATER TANK	01-31-41-6211	58815	532.12

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
VIKING-CIVES MIDWEST, INC.		88817	12/23/2019	ANGLE CYLINDER	01-31-41-6210	58826	168.75
VIKING-CIVES MIDWEST, INC.		88818	12/23/2019	PIN FOR ANGLE CYLINDER	01-31-41-6210	58826	31.88
VIKING-CIVES MIDWEST, INC.	PO00277	88969	01/03/2020	KUEPER PLOW BLADE	01-31-41-7310	58826	1,578.80
TERMINAL SUPPLY CO.		96676-00	01/07/2020	WIRE FOR CAMERAS	01-31-41-9503	58819	12.92
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	STREETS	01-31-41-6253	58825	185.70
BANK OF AMERICA		1832254	12/06/2019	SALT SPREADER	01-31-41-6212	58828	228.42
BANK OF AMERICA		8096269	12/10/2019	BACK UP CAMERA FOR LEAF V...	01-31-41-6210	58828	238.47
BANK OF AMERICA		84834	01/02/2019	APWA INSPECTION COURSE B...	01-31-41-6261	58828	200.00
Division 41 - STREET MAINTENANCE Total:							27,447.47
Division: 42 - HEALTH/WELFARE							
ANIMAL CARE SERVICE INC		DEC 2019	12/31/2019	DEER REMOVAL	01-31-42-6214	58760	500.00
Division 42 - HEALTH/WELFARE Total:							500.00
Division: 43 - PARKS MAINTENANCE							
METROPOLITAN ST. LOUIS SE...		0034325-1 1/9/20	01/09/2020	11370 ST PAUL ST 11/30/19-1...	01-31-43-6254	58802	34.36
JOHNNY ON THE SPOT #347		0347-000229255	12/31/2019	PORTA JOHNS 12/1/19-12/31/...	01-31-43-6266	58793	133.65
MISSOURI AMERICAN WATER ...		1017-210009677228 1/10/20	01/10/2020	10620 COUNTRY VIEW DR 11/...	01-31-43-6254	58805	18.00
MISSOURI AMERICAN WATER ...		1017-210013915790 1/10/20	01/10/2020	203 TOWNSEND ST 11/26/19-...	01-31-43-6254	58803	9.81
MISSOURI AMERICAN WATER ...		1017-210013919297 1/10/20	01/10/2020	11370 ST PAUL ST PARK 11/26...	01-31-43-6254	58807	44.28
ABSTENENCIA GENTRY		1261-2000010611	01/06/2020	BEVERLY, CANN, FAIR, RUNYO...	01-31-43-6207	58755	1,059.84
ABSTENENCIA GENTRY		1261-2500005304	01/06/2020	DEWITT, JONES, SCHOO, WILLI...	01-31-43-6207	58755	620.16
ABSTENENCIA GENTRY		1261-2500005305	01/06/2020	SLAUGHTER	01-31-43-6207	58755	117.60
CERTIFIED POWER, INC.		15472168	01/13/2020	315 HYDRO COIL	01-31-43-6210	58769	27.47
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-31-43-5234	58821	0.67
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-31-43-5235	58821	0.13
THE LINCOLN NATIONAL LIFE I...		1554999 JAN 20 ADJUST	01/03/2020	GROUP LIFE AD&D LTD SHORT...	01-31-43-5236	58821	0.56
CEEKAY SUPPLY		1558511	12/31/2019	TANK RENTAL 12/1/19-12/31/...	01-31-43-7307	58768	155.59
WIRELESS USA		273395	12/31/2019	MOTOROLA WAVE ANTENNA	01-31-43-6210	58827	64.11
RUSH TRUCK CENTER		3017362221	11/19/2019	SENSOR KIT	01-31-43-6210	58814	136.25
RUSH TRUCK CENTER		3017890902	01/09/2020	SOLENOID FOR 316	01-31-43-6210	58814	41.25
RUSH TRUCK CENTER		3017899350	01/09/2020	VALVE KIT FOR 3	01-31-43-6210	58814	26.25
RUSH TRUCK CENTER		3017913259	01/10/2020	BRAKE CHAMBER 320	01-31-43-6210	58814	27.21
AT&T		314 579 0412 739 1 1/1/20	01/01/2020	SECURITY LINES- TAPPMAYER	01-31-43-6224	58762	182.75
ARAMARK UNIFORM SERVICES		315796894	01/14/2020	UNIFORM SERVICE	01-31-43-7308	58761	118.52
MISSOURI DEPARTMENT OF N...		34602005243	01/08/2020	WATER PROTECTION PERMIT#...	01-31-43-6254	58808	250.00
HOME DEPOT CREDIT SERVICES		4014412	12/05/2019	TREE SUPPORT	01-31-43-6212	58788	89.36
NORTHERN TOOL & EQUIPME...		4802076785	12/31/2019	TRASH PUMP	01-31-43-9503	58811	135.00
AMERENUE		55031-62002 NOV-DEC 19	01/15/2020	PARKS DEPT ELECTRIC	01-31-43-6250	DFT0001193	1,317.13
ST. LOUIS SAFETY, INC.		589891	01/10/2020	SAFETY SUPPLIES	01-31-43-7308	58818	102.99
HOME DEPOT CREDIT SERVICES		7034947	12/12/2019	SHOP SUPPLIES	01-31-43-6211	58788	27.96
SAFETY-KLEEN SYSTEMS, INC.		80856862	01/02/2020	CLEANOUT OIL/WATER TANK	01-31-43-6211	58815	177.38
VIKING-CIVES MIDWEST, INC.		88817	12/23/2019	ANGLE CYLINDER	01-31-43-6210	58826	56.25
VIKING-CIVES MIDWEST, INC.		88818	12/23/2019	PIN FOR ANGLE CYLINDER	01-31-43-6210	58826	10.62
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	PARKS	01-31-43-6253	58825	33.13

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
BANK OF AMERICA		8096269	12/10/2019	BACK UP CAMERA FOR LEAF V...	01-31-43-6210	58828	79.49
BANK OF AMERICA		84834	01/02/2019	APWA INSPECTION COURSE B...	01-31-43-6261	58828	200.00
Division 43 - PARKS MAINTENANCE Total:							5,297.77
Department 31 - PUBLIC WORKS Total:							33,711.91
Department: 32 - COMMUNIITY DEVELOPMENT							
Division: 11 - ADMINISTRATIVE							
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	PLANNING	01-32-11-6253	58825	53.18
BANK OF AMERICA		1520235	12/10/2019	2020 CALENDARS	01-32-11-7304	58828	9.94
Division 11 - ADMINISTRATIVE Total:							63.12
Division: 61 - BUILDING DEPARTMENT							
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	BUILDING	01-32-61-6253	58825	283.12
VERIZON WIRELESS SERVICES L...		9845658778	01/04/2020	TABLETS AND AIRCARDS 1/5-2...	01-32-61-6253	58824	360.09
BANK OF AMERICA		1520235	12/10/2019	2020 CALENDARS	01-32-61-7304	58828	17.95
BANK OF AMERICA		1569843	12/13/2019	EMERGENCY RESPONSE SUPPL...	01-32-61-7302	58828	19.72
BANK OF AMERICA		2688263	12/13/2019	EMERGENCY RESPONSE SUPPL...	01-32-61-7302	58828	113.98
BANK OF AMERICA		7618664	12/23/2019	EMERGENCY RESPONSE SUPPL...	01-32-61-7302	58828	59.99
BANK OF AMERICA		7879406	12/13/2019	EMERGENCY RESPONSE SUPPL...	01-32-61-7302	58828	157.69
BANK OF AMERICA		8701803	12/23/2019	EMERGENCY RESPONSE SUPPL...	01-32-61-7302	58828	101.30
ST. LOUIS AREA MAPS INC		15895	01/02/2020	STL CITY/COUNTY STREET GUI...	01-32-61-7304	58862	53.10
AMERICAN STAMP & MARKIN...		1712419	01/09/2020	NEW DIE INSTALL	01-32-61-7304	58835	27.81
NJC PRINTING		210446	01/06/2020	BLUE AND WHITE AUTHORIZED...	01-32-61-7304	58855	160.86
NJC PRINTING		210474	01/13/2020	MISC BUILDING SIGNS	01-32-61-7304	58855	374.46
Division 61 - BUILDING DEPARTMENT Total:							1,730.07
Department 32 - COMMUNIITY DEVELOPMENT Total:							1,793.19
Fund 01 - GENERAL FUND Total:							345,653.67
Fund: 02 - CAPITAL IMPROVEMENT FUND							
Department: 61 - CIP							
Division: 71 - CIP							
GEORGE L. CRAWFORD & ASS...	PO00077-R1	00005 12/10/19	12/10/2019	Craig Road Traffic Study and C...	02-61-71-9510	58784	4,378.00
MARIE C DENNIS	PO00269	1 12/9/19	12/09/2019	Old Olive Great Streets Phase 1...	02-61-71-9510	58799	1,807.58
MARIE C DENNIS	PO00274	2019227	12/01/2019	Olive-Lindbergh Bridge/Signal ...	02-61-71-9510	58799	22,628.61
M & H CONCRETE	PO00163	5 11/6/19	11/06/2019	2019 Roadway Reconstruction ..	02-61-71-9510	58798	127.15
HORNER & SHIFRIN INC	PO00074	59388	12/05/2019	Mosley Road Improvements - ...	02-61-71-9510	58789	4,020.00
HORNER & SHIFRIN INC	PO00275	59415	12/05/2019	Sidewalk Design - 425 N New ...	02-61-71-9510	58789	3,600.00
GATEWAY DESIGN AND CONS...	PO02988	7 - FINAL 10/2/19	10/02/2019	WARSON ROAD CONSTRUCTI...	02-61-71-9510	58783	21,958.58
BANK OF AMERICA		37779	12/17/2019	RECORDING FEE FOR MIDDLE...	02-61-71-9509	58828	3.00
BANK OF AMERICA		4-3178252-2	12/19/2019	CERTIFIED MAIL EMERSON PR...	02-61-71-9510	58828	22.00
INTUITION & LOGIC	PO00268	191203	12/31/2019	Balcon Estates Culvert Design	02-61-71-9509	58848	2,602.50
MARIE C DENNIS	PO00269	2 1/13/20	01/13/2020	Old Olive Great Streets Phase 1...	02-61-71-9510	58850	550.23
MARIE C DENNIS	PO00274	202003	01/01/2020	Olive-Lindbergh Bridge/Signal ...	02-61-71-9510	58850	23,440.43
HORNER & SHIFRIN INC	PO00275	59602	01/03/2020	Sidewalk Design - 425 N New ...	02-61-71-9510	58847	1,019.25
HORNER & SHIFRIN INC	PO00074	59633	01/07/2020	Mosley Road Improvements - ...	02-61-71-9510	58847	960.00

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
THOUVENOT, WADE & MOER...	PO00160	64774	01/10/2020	Fernview Drive Sidewalk Conc...	02-61-71-9510	58864	1,021.68
Division 71 - CIP Total:							88,139.01
Department 61 - CIP Total:							88,139.01
Fund 02 - CAPITAL IMPROVEMENT FUND Total:							88,139.01
Fund: 06 - MUNICIPAL ENTERPRISE FUND							
TITLEIST		908491354	12/17/2019	BALLS RESALE	06-1625	58822	684.00
							684.00
							684.00
Department: 14 - COMMUNITY SERVICES							
Division: 31 - ICE ARENA							
CHARTER COMMUNICATIONS		0136635010120	01/01/2020	11400 OLDE CABIN CABLE PH...	06-14-31-6255	58771	217.56
HOME DEPOT CREDIT SERVICES		1101875	12/08/2019	HANDLE	06-14-31-6212	58788	4.99
INSULATION MASTERS INC		19-12-383	12/31/2019	INSULATING NEW CHILL TOW...	06-14-31-6268	58791	1,302.00
AMERIGAS PROPANE		3100698250	12/28/2019	OLY PROPANE	06-14-31-7307	58759	252.48
JEREMIAH BURPO		3126	12/31/2019	WOMENS BATHROOM SINK	06-14-31-6212	58792	125.00
ARAMARK UNIFORM SERVICES		315746272	12/31/2019	TOWELS MOPS UNIFORMS	06-14-31-7301	58761	10.70
ARAMARK UNIFORM SERVICES		315746272	12/31/2019	TOWELS MOPS UNIFORMS	06-14-31-7308	58761	2.59
ARAMARK UNIFORM SERVICES		315771601	01/07/2020	TOWELS MOPS UNIFORMS	06-14-31-7301	58761	10.70
ARAMARK UNIFORM SERVICES		315771601	01/07/2020	TOWELS MOPS UNIFORMS	06-14-31-7308	58761	2.59
HOME DEPOT CREDIT SERVICES		4090038	12/04/2019	MISC SUPPLIES	06-14-31-6212	58788	174.71
HOME DEPOT CREDIT SERVICES		9102026	12/10/2019	HAMMER DRILL	06-14-31-7302	58788	99.00
GRAINGER		9396757826	12/30/2019	GASKET MOP BUCKET ABSORB...	06-14-31-6212	58785	154.74
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	ICE RINK	06-14-31-6253	58825	53.18
BANK OF AMERICA		1042000314	12/26/2019	VACUUM FOR DRC	06-14-31-9503	58828	76.00
BANK OF AMERICA		200556	12/19/2019	PEDIATRIC PADS FOR AED AT ...	06-14-31-6271	58828	99.00
BANK OF AMERICA		6138	12/18/2019	ANNUAL MPRA CONF FOR STA...	06-14-31-6261	58828	390.00
BANK OF AMERICA		6139	12/18/2019	ANNUAL MPRA MEMBERSHIP ...	06-14-31-6262	58828	375.00
BANK OF AMERICA		700088502	12/04/2019	SKATE WITH SANTA SUPPLIES	06-14-31-7304	58828	40.94
NEW SYSTEM CARPET & BUILD...		082026	01/08/2020	TOILET PAPER	06-14-31-7301	58854	209.92
AFFORDABLE OFFICE INTERIO...		1904109	01/09/2020	STORAGE CABINET FOR DRC	06-14-31-9503	58834	488.00
ARAMARK UNIFORM SERVICES		315796897	01/14/2020	TOWELS MOPS UNIFORMS	06-14-31-7301	58837	10.70
ARAMARK UNIFORM SERVICES		315796897	01/14/2020	TOWELS MOPS UNIFORMS	06-14-31-7308	58837	2.59
MISSOURI AMERICAN WATER ...		3831861 1/8/20	01/08/2020	11400 OLD CABIN FIRE 12/31/...	06-14-31-6254	58853	58.09
FASTSIGNS		INV-75010	01/13/2020	HIRING POSTER	06-14-31-6260	58844	25.00
Division 31 - ICE ARENA Total:							4,185.48
Division: 32 - GOLF MAINTENANCE							
ERB TURF EQUIPMENT, INC		01-33047	12/04/2019	ROLLER BEARING REBUILD FOR..	06-14-32-6211	58779	394.63
HOME DEPOT CREDIT SERVICES		3093837	12/26/2019	LIGHT BULBS	06-14-32-6212	58788	34.50
HOME DEPOT CREDIT SERVICES		3103831	12/06/2019	TARPS AND SCREWS	06-14-32-6212	58788	83.50
HOME DEPOT CREDIT SERVICES		8091862	12/11/2019	GLOVES MECHANIC TOOLS FL...	06-14-32-7302	58788	106.98
HOME DEPOT CREDIT SERVICES		8091862	12/11/2019	GLOVES MECHANIC TOOLS FL...	06-14-32-7308	58788	9.88

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
VERIZON WIRELESS SERVICES L...		9845373026	01/01/2020	GOLF MAINT	06-14-32-6253	58825	53.18
Division 32 - GOLF MAINTENANCE Total:							682.67
Division: 33 - PRO-SHOP							
CHARTER COMMUNICATIONS		0136635010120	01/01/2020	11400 OLDE CABIN CABLE PH...	06-14-33-6255	58771	72.52
HORNUNG'S PRO GOLF SALES ...		464934	08/07/2019	TOURNEY MARKERS	06-14-33-7304	58790	43.28
TITLEIST		908491354	12/17/2019	BALLS RESALE	06-14-33-8324	58822	0.12
METROPOLITAN AMATEUR GO...		20200087	01/02/2020	MAGA CLUB DUES 2020	06-14-33-6262	58852	150.00
Division 33 - PRO-SHOP Total:							265.92
Division: 34 - FOOD SERVICES							
D & D DISTRIBUTORS, LLP		263983	12/30/2019	BEER RESALE	06-14-34-8316	58775	336.80
ARAMARK UNIFORM SERVICES		315746272	12/31/2019	TOWELS MOPS UNIFORMS	06-14-34-7301	58761	7.85
ARAMARK UNIFORM SERVICES		315771601	01/07/2020	TOWELS MOPS UNIFORMS	06-14-34-7301	58761	7.85
FARMER BROS. COFFEE		69737024	12/31/2019	COFFEE RESALE	06-14-34-8317	58780	226.54
RL MUELLER NATIONAL DIST., ...		107634	01/02/2020	FOOD/SNACKS/MISC RESALE	06-14-34-8315	58858	39.25
RL MUELLER NATIONAL DIST., ...		107634	01/02/2020	FOOD/SNACKS/MISC RESALE	06-14-34-8319	58858	77.75
RL MUELLER NATIONAL DIST., ...		107634	01/02/2020	FOOD/SNACKS/MISC RESALE	06-14-34-8321	58858	56.20
RL MUELLER NATIONAL DIST., ...		107675	01/09/2020	FOOD/SNACKS RESALE	06-14-34-8315	58858	58.80
RL MUELLER NATIONAL DIST., ...		107675	01/09/2020	FOOD/SNACKS RESALE	06-14-34-8319	58858	165.05
TJ'S PIZZA		138127	01/09/2020	FOOD RESALE	06-14-34-8315	58865	169.20
ARAMARK UNIFORM SERVICES		315796897	01/14/2020	TOWELS MOPS UNIFORMS	06-14-34-7301	58837	7.85
SHOWME BEVERAGES		W-46268	01/02/2020	BEER RESALE	06-14-34-8316	58860	76.00
Division 34 - FOOD SERVICES Total:							1,229.14
Department 14 - COMMUNITY SERVICES Total:							6,363.21
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:							7,047.21
Fund: 11 - SEWER LATERAL FUND							
Department: 61 - CIP							
Division: 93 - SEWER LATERAL							
LORING VANSYLCK		SLR 11/25/19	11/25/2019	SEWER LATERAL REPAIR REIM...	11-61-93-9315	58797	2,874.50
CHELSEY SULLIVAN		SLR 12/23/19	12/23/2019	SEWER LATERAL REPAIR REIM...	11-61-93-9315	58772	1,195.00
OMAWATIE BISRAM		SLR 12/4/19	12/04/2019	SEWER LATERAL REPAIR REIM...	11-61-93-9315	58813	1,200.00
Division 93 - SEWER LATERAL Total:							5,269.50
Department 61 - CIP Total:							5,269.50
Fund 11 - SEWER LATERAL FUND Total:							5,269.50
Fund: 15 - POLICE BUILDING FUND							
Department: 61 - CIP							
Division: 71 - CIP							
BANK OF AMERICA		E2113040	12/10/2019	FAUCET VALVES PD BLDG	15-61-71-6203	1130	145.69
Division 71 - CIP Total:							145.69
Department 61 - CIP Total:							145.69
Fund 15 - POLICE BUILDING FUND Total:							145.69

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 19 - PUBLIC SAFETY FUND							
Department: 21 - POLICE							
Division: 23 - COUNTY PUBLIC SAFETY-PROP P							
DOUGLAS VENTURES, LLC	PO00253	001221209-89	01/01/2020	Custodial Cleaning Services for...	19-21-23-6212	58778	1,530.00
BRANNEKY & SONS MERCANTI...		1043596	12/23/2019	POLICE STATION SUPPLY LINES...	19-21-23-9501	58766	51.92
BRANNEKY & SONS MERCANTI...		1043627	01/13/2019	RETURNED SUPPLY LINES	19-21-23-9501	58766	-37.45
BRANNEKY & SONS MERCANTI...		1043628	12/23/2019	PD FAUCETS IN LOCKER ROOM	19-21-23-9501	58766	37.45
MISSOURI AMERICAN WATER ...		905773 1-8-2020	01/08/2020	350 N NEW BALLAS 12/31/19-...	19-21-23-6254	58806	107.32
BANK OF AMERICA		7812238	12/17/2019	FLOOR MOUNTS PD	19-21-23-9501	58828	25.97
BANK OF AMERICA		8110623	12/18/2019	POP UP DRAIN PD BLDG	19-21-23-9501	58828	72.16
SHI INTERNATIONAL CORP.	PO00250	B11000039	12/09/2019	Computer Purchase for Police ...	19-21-23-7331	58859	1,472.76
SHI INTERNATIONAL CORP.	PO00250	B11000039	12/09/2019	Dell-Optiplex 3070 SFF MLK C...	19-21-23-7331	58859	8,106.05
Division 23 - COUNTY PUBLIC SAFETY-PROP P Total:							11,366.18
Department 21 - POLICE Total:							11,366.18
Fund 19 - PUBLIC SAFETY FUND Total:							11,366.18
Grand Total:							457,621.26

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	345,653.67
02 - CAPITAL IMPROVEMENT FUND	88,139.01
06 - MUNICIPAL ENTERPRISE FUND	7,047.21
11 - SEWER LATERAL FUND	5,269.50
15 - POLICE BUILDING FUND	145.69
19 - PUBLIC SAFETY FUND	11,366.18
Grand Total:	457,621.26

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-6262	DUES MEMBERSHIPS & S...	350.00
01-11-12-6264	IN TOWN MEETINGS	343.87
01-11-12-7315	SPECIAL EVENTS	-100.00
01-11-13-6202	TECHNICAL AND PERSON...	106.00
01-11-13-6213	OFFICE EQUIPMENT MAI...	945.70
01-11-13-6253	TELEPHONE	40.01
01-12-10-6201	LEGAL AND ACCOUNTING...	12,925.00
01-12-11-6202	TECHNICAL AND PERSON...	30.50
01-12-11-6203	PROFESSIONAL SERVICES	779.60
01-12-11-6253	TELEPHONE	278.47
01-12-11-6262	DUES MEMBERSHIPS & S...	189.49
01-12-11-6264	IN TOWN MEETINGS	20.00
01-12-11-6271	MEDICAL SUPPLIES	709.00
01-12-51-6213	OFFICE EQUIPMENT MAI...	1,962.39
01-12-51-6253	TELEPHONE	235.28
01-12-51-7331	COMPUTER HARDWARE	174.50
01-12-51-7332	COMPUTER SOFTWARE	778.80
01-13-11-6202	TECHNICAL AND PERSON...	250.00
01-13-11-6253	TELEPHONE	53.18
01-13-11-6262	DUES MEMBERSHIPS & S...	75.00
01-13-11-6264	IN TOWN MEETINGS	25.00
01-13-11-6265	TRAVEL & CONFERENCES	1,950.00
01-13-11-7304	GENERAL SUPPLIES	539.11
01-13-14-6201	LEGAL AND ACCOUNTING...	3,333.48
01-13-15-5230	HOSPITAL AND MEDICAL ...	15,446.71
01-13-15-5233	DENTAL INSURANCE	-134.02
01-13-15-5244	UNEMPLOYMENT COMP...	4.20
01-13-15-6203	PROFESSIONAL SERVICES	4,480.20
01-13-15-6213	OFFICE EQUIPMENT MAI...	848.00
01-13-15-6253	TELEPHONE	6,571.28

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-6255	CABLE TV AND INTERNET	400.00
01-13-15-6269	POSTAGE	74.15
01-13-15-6272	EMPLOYEE RELATIONS	944.92
01-13-15-7312	OFFICE SUPPLIES	645.17
01-13-15-7317	SLAIT WELLNESS EXPENSES	149.00
01-14-11-6230	FARMER'S MARKET	4.99
01-14-11-6260	ADVERTISING	31.00
01-14-11-6265	TRAVEL & CONFERENCES	390.00
01-16-11-6250	ELECTRICITY	4,268.36
01-16-11-6253	TELEPHONE	66.26
01-16-11-6254	WATER AND SEWER	706.42
01-16-11-7308	WEARING APPAREL AND L...	9.48
01-21-11-6202	TECHNICAL AND PERSON...	136,414.00
01-21-11-6253	TELEPHONE	399.87
01-21-11-6262	DUES MEMBERSHIPS & S...	380.00
01-21-11-6264	IN TOWN MEETINGS	64.00
01-21-11-6265	TRAVEL & CONFERENCES	355.44
01-21-11-6271	MEDICAL SUPPLIES	244.96
01-21-11-7302	SMALL TOOLS	5.99
01-21-11-7306	MEMORIALS AND PLAQU...	99.95
01-21-21-6202	TECHNICAL AND PERSON...	203.00
01-21-21-7304	GENERAL SUPPLIES	237.57
01-21-22-5234	GROUP LIFE INSURANCE	0.54
01-21-22-5235	ACCIDENTAL DEATH INS	0.11
01-21-22-5236	DISABILITY INSURANCE	0.46
01-21-22-6210	VEHICLE MAINTENANCE	745.39
01-21-22-6253	TELEPHONE	565.03
01-21-22-6262	DUES MEMBERSHIPS & S...	-1.99
01-21-22-7304	GENERAL SUPPLIES	115.00
01-21-22-7307	GASOLINE, PROPANE & M...	300.00
01-21-22-7308	WEARING APPAREL AND L...	517.00
01-21-22-7313	RANGE SUPPLIES	10.97
01-2211	HEALTH INSURANCE	101,905.97
01-2213	DENTAL INSURANCE PAY	6,285.77
01-2222	SHORT TERM DISABILITY I...	8.68
01-2410	INMATE SECURITY ACCO...	107.91
01-2844	MISC. CLEARING ACCOUNT	282.45
01-31-11-6253	TELEPHONE	292.73
01-31-11-6264	IN TOWN MEETINGS	30.00
01-31-11-7304	GENERAL SUPPLIES	16.98
01-31-11-9504	OFFICE EQUIPMENT	126.96
01-31-41-6207	TEMP PROFESSIONAL SER...	5,392.80

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-6210	VEHICLE MAINTENANCE	1,406.72
01-31-41-6211	EQUIPMENT MAINTENAN...	616.01
01-31-41-6212	BUILDING AND GROUNDS...	293.02
01-31-41-6250	ELECTRICITY	1,099.54
01-31-41-6251	STREET LIGHTING	9,673.05
01-31-41-6253	TELEPHONE	185.70
01-31-41-6254	WATER AND SEWER	18.00
01-31-41-6261	EDUCATION & TRAINING	200.00
01-31-41-6265	TRAVEL & CONFERENCES	575.00
01-31-41-6266	EQUIPMENT RENTAL	133.64
01-31-41-7302	SMALL TOOLS	42.49
01-31-41-7304	GENERAL SUPPLIES	197.98
01-31-41-7305	STREET & SIDEWALK MAI...	327.20
01-31-41-7307	GASOLINE, PROPANE & M...	155.59
01-31-41-7308	WEARING APPAREL AND L...	664.52
01-31-41-7310	SNOW REMOVAL SUPPLIES	6,048.30
01-31-41-9503	EQUIPMENT	417.91
01-31-42-6214	REFUSE COLLECTIONS	500.00
01-31-43-5234	GROUP LIFE INSURANCE	0.67
01-31-43-5235	ACCIDENTAL DEATH INS	0.13
01-31-43-5236	DISABILITY INSURANCE	0.56
01-31-43-6207	TEMP PROFESSIONAL SER...	1,797.60
01-31-43-6210	VEHICLE MAINTENANCE	468.90
01-31-43-6211	EQUIPMENT MAINTENAN...	205.34
01-31-43-6212	BUILDING AND GROUNDS...	89.36
01-31-43-6224	TAPMEYER HOUSE MAI...	182.75
01-31-43-6250	ELECTRICITY	1,317.13
01-31-43-6253	TELEPHONE	33.13
01-31-43-6254	WATER AND SEWER	356.45
01-31-43-6261	EDUCATION & TRAINING	200.00
01-31-43-6266	EQUIPMENT RENTAL	133.65
01-31-43-7307	GASOLINE, PROPANE & M...	155.59
01-31-43-7308	WEARING APPAREL AND L...	221.51
01-31-43-9503	EQUIPMENT	135.00
01-32-11-6253	TELEPHONE	53.18
01-32-11-7304	GENERAL SUPPLIES	9.94
01-32-61-6253	TELEPHONE	643.21
01-32-61-7302	SMALL TOOLS	452.68
01-32-61-7304	GENERAL SUPPLIES	634.18
02-61-71-9509	STORMWATER PROJECTS	2,605.50
02-61-71-9510	STREETS	85,533.51
06-14-31-6212	BUILDING AND GROUNDS...	459.44

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-6253	TELEPHONE	53.18
06-14-31-6254	WATER AND SEWER	58.09
06-14-31-6255	CABLE TV AND INTERNET	217.56
06-14-31-6260	ADVERTISING	25.00
06-14-31-6261	EDUCATION & TRAINING	390.00
06-14-31-6262	DUES MEMBERSHIPS & S...	375.00
06-14-31-6268	ICE REPAIRS	1,302.00
06-14-31-6271	MEDICAL SUPPLIES	99.00
06-14-31-7301	CHEMICALS & CLEANING	242.02
06-14-31-7302	SMALL TOOLS	99.00
06-14-31-7304	GENERAL SUPPLIES	40.94
06-14-31-7307	GASOLINE, PROPANE & M...	252.48
06-14-31-7308	WEARING APPAREL AND L...	7.77
06-14-31-9503	EQUIPMENT	564.00
06-14-32-6211	EQUIPMENT MAINTENAN...	394.63
06-14-32-6212	BUILDING AND GROUNDS...	118.00
06-14-32-6253	TELEPHONE	53.18
06-14-32-7302	SMALL TOOLS	106.98
06-14-32-7308	WEARING APPAREL AND L...	9.88
06-14-33-6255	CABLE TV AND INTERNET	72.52
06-14-33-6262	DUES MEMBERSHIPS & S...	150.00
06-14-33-7304	GENERAL SUPPLIES	43.28
06-14-33-8324	MERCHANDISE-GOLF BAL...	0.12
06-14-34-7301	CHEMICALS & CLEANING	23.55
06-14-34-8315	SANDWICHES AND HOT ...	267.25
06-14-34-8316	BEER	412.80
06-14-34-8317	COFFEE,TEA & SOFT DRIN...	226.54
06-14-34-8319	SNACKS	242.80
06-14-34-8321	MISCELLANEOUS SUPPLIES	56.20
06-1625	GOLF BALLS	684.00
11-61-93-9315	SEWER LATERAL REIMBU...	5,269.50
15-61-71-6203	PROFESSIONAL SERVICES	145.69
19-21-23-6212	BUILDING AND GROUNDS...	1,530.00
19-21-23-6254	WATER AND SEWER	107.32
19-21-23-7331	COMPUTER HARDWARE	9,578.81
19-21-23-9501	BUILDINGS & IMPROVEM...	150.05
Grand Total:		457,621.26

Project Account Summary

Project Account Key	Payment Amount
None	391,357.92

Project Account Summary

Project Account Key	Payment Amount
14708E	4,980.00
18702E	4,378.00
18801E	46,069.04
19701E	1,021.68
20603E	4,619.25
20606E	2,602.50
20701E	2,357.81
20709E	127.15
ISFE	107.91
Grand Total:	457,621.26



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Carl Lumley
Department Head: Carl Lumley

SCHEDULED

ORDINANCE

**Bill No. 5806 - an Ordinance Adopting Code Section 230.090
Regarding Requests for Accommodations Pursuant to the
Federal Fair Housing Act. Final Reading and Passage**

The ordinance will provide a clear process for requesting reasonable accommodations pursuant to the Fair Housing Act and ADA.

Ordinance

Meeting of January 27, 2020

BILL NO. 5806

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CODE SECTION 230.090 REGARDING REQUESTS FOR ACCOMMODATIONS PURSUANT TO THE FEDERAL FAIR HOUSING ACT.

WHEREAS, federal and state law, as well as City ordinances, require that reasonable accommodations in ordinances, rules, policies, practices, and services be made when necessary to afford disabled persons equal opportunity to use and enjoy a dwelling, and

WHEREAS, the City Council has determined that it is appropriate to amend the City Code to establish procedures for submitting a request to the City for such an accommodation regarding City ordinances, rules, policies, practices, and services,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

SECTION 1. Section 230.090 of the Code of Ordinances is adopted, to read as follows:

Section 230.090. Accommodations.

(a) Any person residing in or seeking to reside in a dwelling in the City (or their representative) may submit to the office of the City Administrator a signed written request pursuant to the Federal Fair Housing Act and/or Americans with Disabilities Act for reasonable accommodation(s) in City ordinances, rules, policies, practices, or services, with supporting documentation, when necessary to afford that person or someone in their household an equal opportunity to use and enjoy a dwelling in the City. For leased property, the request shall include a signed statement of support from the property owner if and when available, or an explanation of the status of related requests made to the property owner.

(b) If the City Administrator or their delegee determines that there are other applicable procedures besides this section to facilitate consideration of such a request, such as application to the Planning and Zoning Commission or Board of Adjustment, they shall promptly provide the person making the request with the information and forms needed to utilize such procedures.

(c) If the City Administrator or their delegee determines there are no other applicable procedures besides this section, they shall promptly evaluate and make a determination on the request, including the reasonableness and necessity of the requested accommodation. In the course of making such evaluation and determination, the City Administrator or their delegee may request additional information from the person making the request or other sources, including affidavit(s). Such determination may grant or deny the request, with or without conditions, or grant alternative accommodation(s).

(d) The City Administrator shall promptly provide written notice to the requesting party, the property owner, and the Mayor and City Council of the determination made on such

BILL NO. 5806

ORDINANCE NO. _____

a request and post such determination with other public notices at the Government Center and on the City website. Such determination shall be final unless the City Council on its own motion or on request of any interested person approves a resolution changing the determination within 30 days of receipt of notice thereof from the City Administrator.

(e) While such a request is pending, any prosecution for ordinance violation related to the request shall be suspended. To the extent a request is granted, any prosecution for related ordinance violation shall be dismissed. The City Administrator shall inform the prosecutor when a request is pending and of the final decision thereon, when applicable.

(f) A request may be amended while under consideration, but once a determination has become final no similar request may be made by or on behalf of the same person(s) absent demonstration of a substantial change in circumstances as determined by the City Administrator.

(g) Any final determination shall supersede the subject ordinance, rule, policy, practice or service to the extent and for the period of time stated therein, without the need for adoption of an ordinance. A final determination may be used as evidence in any prosecution of a violation of this Chapter by a property owner or prosecution of any other ordinance violation.

(h) An applicant may request that specific medical information submitted to the City in support of their application be held on a confidential basis, subject to approval of such request by the City Administrator or their delegee pursuant to applicable law.

SECTION 2. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2020.

ELLEN LAWRENCE
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2020.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

ORDINANCE

**Bill No. 5807 - an Ordinance Amending the Adopted 2020
Budgets of the City of Creve Coeur by Authorizing an
Additional Appropriation and Authorizing a Transfer Between
Public Safety Sales Tax Fund and the General Fund. Final
Reading and Passage**

Amending the Adopted 2020 Budgets of the City of Creve Coeur by Authorizing an Additional Appropriation and Authorizing a Transfer Between the Public Safety Sales Tax Fund and the General Fund

Ordinance

Meeting of January 27, 2020

SUBSTITUTE BILL NO. 5807

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ADOPTED 2020 GENERAL FUND AND PUBLIC SAFETY SALES TAX BUDGETS
OF THE CITY OF CREVE COEUR BY AUTHORIZING AN ADDITIONAL APPROPRIATION AND AUTHORIZING A TRANSFER
BETWEEN THE PUBLIC SAFETY SALES TAX FUND AND THE GENERAL FUND**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2019 BY ORDINANCE NO. 5643, AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE AN ADDITIONAL APPROPRIATION TO PAY FOR A PURCHASE ORDER THAT WAS ISSUED IN FY 2019 AND WAS CARRIED OVER TO FY 2020, BUT WAS NOT RE-BUDGETED IN FY 2020 AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2020 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$12,917

GENERAL FUND

COMPUTER SOFTWARE (01-12-51-7332)	\$ 12,917
TOTAL ADD. APPROPRIATIONS-GENERAL FUND	\$ 12,917

SECTION 2. THAT THE ANNUAL PUBLIC SAFETY SALES TAX BUDGET FOR FISCAL YEAR 2020 AS ADOPTED, IS HEREBY AMENDED FOR THE FOLLOWING INCREASE IN TRANSFERS FROM THE PUBLIC SAFETY SALES TAX FUND TO THE GENERAL FUND AND BY AUTHORIZING ADDITIONAL EXPENDITURES APPROPRIATIONS IN THE AMOUNT OF \$94,700 FOR HOLIDAY PAY

PUBLIC SAFETY SALES TAX FUND

TRANSFER TO GENERAL FUND FROM PUBLIC SAFETY (19-00-00-9401)	94,700
TOTAL ADD. APPROPRIATIONS/TRANSFER-PUBLIC SAFETY SALES TAX FUND	\$ 94,700

GENERAL FUND

TRANSFER FROM PUBLIC SAFETY TO GENERAL FUND (01-4919)	94,700
HOLIDAY PAY (01-21-21-5106)	\$ 9,300
HOLIDAY PAY (01-21-22-5106)	\$ 85,400
TOTAL ADD. APPROPRIATIONS/TRANSFERS-GENERAL FUND	\$ 189,400

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2020.

ELLEN LAWRENCE
PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: January 8, 2020

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendment #4 – FY 2020

Purchase Order 02913 for the purchase of Tyler Software was budgeted and issued in FY2019, but was not completed in FY2019. Therefore, the purchase order was carried over and re-encumbered for FY2020, but was not re-budgeted through the software. Therefore, we need to have council approve a budget amendment for the remaining balance of PO02913 for \$12,917 for FY2020.

Commissioned police officers are eligible for holiday pay, as holidays are considered part of their normal work week. Due to the new payroll software not being able to properly track the police holiday pay for an entire year, the City has changed the process of paying out holiday pay from paying once a year to paying as each holiday occurs. Because we only budgeted a one-time payment for 10.5 holidays for FY 2020, we need to do a budget amendment to allow 7.5 more holiday payments for FY 2020. This is just a one-time adjustment due to the City changing the process of paying out Holiday Pay; future budgets will only include the 10.5 holiday days.

I also wanted to point out that there were 3 other Purchase Orders that were issued in FY2019, were not completed in FY2019, were re-encumbered in FY2020, but were not re-budgeted in FY2020. However, I have verified with Matt Wohlberg that a budget amendment may not be necessary for these 3, because these 3 Purchase Orders are less than another item that was budgeted and will not be expensed in Streets under Capital Fund in FY2020 (Emerson Road). I am only mentioning this in case it turns out that we do need to re-budget, but at this time, it is not necessary. Emerson Road will be budgeted in FY2021.

I'd be happy to answer any questions.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Sharon Stott
Department Head: Sharon Stott

SCHEDULED

ORDINANCE

Bill No. 5813 - an Ordinance Amending the Personnel Policy and Procedures Manual of the City of Creve Coeur. First Reading

Staff recommends updates to the Personnel Policy and Procedures Manual to provide clarification to employees of existing city policies and make minor edits.

BILL NO. 5813

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL OF THE CITY OF CREVE COEUR.**WHEREAS**, the City has in effect a Personnel Policy and Procedures Manual, and**WHEREAS**, changes in law and circumstances require updates to that Manual,**NOW, THEREFORE**, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1. The Personnel Procedures Manual dated September 23, 2019 is hereby amended effective as of February 10, 2020 by incorporating the changes set forth in Exhibit 1 hereto and Section 130.010.A of the Code of Ordinances shall be amended to read as follows:

"A. The Personnel Procedures Manual, as previously adopted and amended, is hereby further amended and restated by adopting the new version dated February 10, 2020 contained in Exhibit A, as amended effective February 10, 2020, which is on file in the City offices and incorporated herein by this reference."

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS __ DAY OF _____, 2020.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS __ DAY OF _____, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK, MPCC



TO:	Mayor and City Council
FROM:	Mark Perkins, City Administrator
CC:	Carl Lumley, City Attorney; Sharon Stott, Assistant City Administrator
Date:	January 23, 2020

Staff recently recommended modifications to the Personnel Policy and Procedures Manual (Personnel Manual) dated September 23, 2019 to address some changes to City practices and procedures and provide clarification to policies.

Title Page, Table of Contents, Legislative History of Revisions. Policy date, ordinance number, table of contents and history of legislative changes will be modified if proposed changes are approved.

Holiday Bonus Pay (Section 10.5): Changed frequency of holiday bonus pay for police officers from annually to each pay period in which a holiday occurs. Clarified intent of policy specifically when an officer would not qualify for holiday bonus if person took unscheduled leave on the holiday.

Leave System – Policy (Section 11.1): Updated content to reflect city’s new procedures for employee requesting leave and approval process using time keeping system in software.

Definitions (Section 11.1.2): Added definition of unscheduled leave.

Pay In Lieu of Vacation (11.3.4.) Clarified maximum number of hours permitted for pay in lieu of vacation is subject to budget appropriations. Modified request deadline to May 15 (closer to end of fiscal year when payment is disbursed).

Modify Charging of Sick Leave (11.4.3) Deleted obsolete reference to “X days” (extra regularly scheduled workdays) because it no longer applies with change to police 12-hour shifts.

Modify Benefits While on Leave – Paid Leave (11.14.1) Clarified that exceptions to benefits on leave may apply as it pertains to holiday bonus pay (see Section 10.5).

Modify Tuition Reimbursement Program (15.6) Clarified City’s existing procedures for approval process to include the Director of Finance.



CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL

~~September 23, 2019~~February 10, 2020

Ordinance #~~5659~~

Mark C. Perkins
City Administrator

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INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. Employment with the City is "at will" unless otherwise provided by written contract; however, employees may not be discharged for unlawful reasons. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

In addition to this policy manual, the City and its employees are subject to all applicable state and federal laws, as well as the City's Charter, ordinances, regulations and policies.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	N/A	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001
	Section 15	Fringe Benefits	

Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011
	Section 8.9	Overtime Exemptions	
	Section 10	Holiday and Holiday Pay	
	Section 11.10	Military Leave	
	Section 15.10	Medical Benefit Reimbursement	
Ordinance 5252	Section 5.8	Calculation of Pay Rates	6/11/2012
	Section 6.2	Equal Opportunity	
	Section 6.3	Nepotism	
	Section 11.10	Military Leave	
	Section 16.5	Harassment	
Ordinance 5384		Comprehensive Update	8/11/2014
Ordinance 5443	Section 2	Definitions	10/26/2015
	Section 3.3	Personnel Appeals Board	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.7	Family Leave	
	Section 11.10	Military Leave	
	Section 11.14.2	Unpaid Leave Exceeding 16 Calendar Days	
	Section 13	Personnel Disciplinary Appeals	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 15.10	Medical Benefit Reimbursement	
	Section 17.8	Rehabilitation	
	Section 18.5	Alcohol & Controlled Substances Prohibition	
	Section 18.6	Controlled Substance and Alcohol Testing Provisions	
	Section 18.7	Employee Assessment	
	Section 3.9	Interpretation	
Ordinance 5475			5/23/2016

Ordinance 5545	Section 8.5	Overtime	9/25/2017
	Section 8.9	Positions Exempt from Overtime	
	Section 16.5	Policy Against Harassment	
	Section 16.9	Payroll Deductions	
	Section 2	Definitions	
	Section 3.7	Management Rights	
	Section 4.4	Reclassification	
	Section 4.5	Maintenance of the Plan	
	Section 5.7	Longevity Pay	
	Section 6.2	Equal Opportunity	
	Section 6.5	Personal Conduct	
	Section 7.6	Re-Employment of a Former City Employee	
	Section 8.5.2	Compensatory Time	
	Section 8.9	Positions Exempt from Overtime	
	Section 9.2	Resignation	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.4.5	Sick Leave and Medical Leave – Notice	
	Section 11.4.5.5	Proof of Illness – Sick Leave	
	Section 11.7.3	Family Leave – Notice	
	Section 11.10.3.i	Extended Active Duty Leave	
	Section 11.10.6.a	Reinstatement	
	Section 11.14.2	Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days	
	Section 12.4	Grounds for Disciplinary Action	
	Section 14.3	Exclusions	
	Section 14.4.c	Procedure to Resolve Complaints	
	Section 15.3	Health Insurance Coverage Upon Retirement	
Ordinance 5567	Section 16.4	Ethical Conduct	2/12/2018
	Section 17.5	Pre-Employment Screening	
Ordinance 5594	Section 11.3.4	Pay In Lieu of Vacation	6/25/2018
	Section 2	Definitions	
Ordinance 5644	Section 5.4.3	Transfers	7/1/2019
	Section 5.9	Calculation of Pay Rates	
	Section 8.5.2	Compensatory Time	
	Section 8.7	Punctuality and Attendance	
	Section 9.2	Resignation	
	Section 9.6	Repayment of Educational Benefits	
	Section 9.8	Order of Layoff and Recall	
	Section 10.3	Holiday on a Scheduled Workday	
	Section 10.5	Holiday Bonus Pay and Overtime	
	Section 10.6	Personal Holiday	
	Section 11	Leave System	
	Section 15	Fringe Benefits	
	Section 16.5	Policy Against Harassment	
	Section 18.6.a.1	Pre-Employment Testing	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.2.3.e	Vacation Administration	

	Section 11.3.5	Scheduling Vacation	
	Section 11.4.13	Return to Work	
	Section 11.6.1	Job-Related Injury	
	Section 11.6.2	Non Job-Related Injury	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.10.4	Notice of Leave Request and Orders	
	Section 17	Policy Against Substance Abuse	
	Section 18	Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles	
Ordinance 5659	Section 11.1	Leave System Policy and Definitions	9/23/2019
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.5	Occupational Injury or Illness Leave	
	Section 11.6	Restricted Work	
	Section 11.7	Family and Medical Leave	
	Section 15.9	Use of Automobiles	
<u>Ordinance ????</u>	<u>Section 10.5</u>	<u>Holiday Bonus Pay and Overtime</u>	<u>2/10/2020</u>
	<u>Section 11.1</u>	<u>Policy</u>	
	<u>Section 11.1.2</u>	<u>Definitions</u>	
	<u>Section 11.3.4</u>	<u>Pay In Lieu</u>	
	<u>Section 11.4.3</u>	<u>Charging Sick Leave</u>	
	<u>Section 11.14.1</u>	<u>Paid Leave</u>	
	<u>Section 15.6</u>	<u>Tuition Reimbursement Program</u>	

SECTION 2 DEFINITIONS

“Acting” means serving temporarily in a position with all the authority, responsibility and duties of that position.

“Appointment” means the employment of an individual by the City Administrator.

“City” means the municipal corporation of Creve Coeur, Missouri.

“Commissioned Employee” means (see sworn employee defined below).

“Compensation” means either monetary payment or compensatory time in lieu thereof.

“Department Head” means the employee appointed to administer a Department of the City, including Administration, Community Development, Finance, Police, Public Works, Recreation, and the City Clerk's Office.

“Employee” means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees, and elected officials.

“Full-Time Employee” means person duly employed by the City in a position for which employment with the City is at least thirty-five (35) hours per seven-day work period, provided; however, as of January 1, 2014 for purposes of determining eligibility for health insurance benefits a person duly employed by the City who averages thirty (30) hours per seven (7)-day work period from June 1 to May 31 as determined in compliance with applicable law as a twelve (12) month standard measurement period (or in the case of a new hire, is expected to), shall be considered full-time. For police department commissioned employees, hours per seven-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Management” means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

“Nepotism” means the practice of hiring relatives, as prohibited by law and herein.

“Part-Time Employee” means a person employed by the City who works an average of less than thirty-five (35) hours per seven (7)-day work period (except for purposes of determining eligibility for health insurance benefits, see definition of Full-Time Employee). For police department commissioned employees, hours per seven (7)-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Overtime” means time worked in excess of the employee’s daily work schedule, approved by the Department Head, which is of a benefit to the operations of the City, including at a minimum the number of hours worked in excess of forty (40) per work week. For police department commissioned employees, hours per work week shall be calculated based on a twenty-eight (28)-day cycle.

“Personnel Officer” means the Assistant City Administrator.

“Regular Employee” means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a monthly basis.

“Seasonal Employee” means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be continued uninterrupted from year to year. The duration is determined by the Department Head. Also a temporary employee.

“Supervisor” means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division).

“Sworn Employee” means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS BOARD

There is a Personnel Appeals Board established in Sections 130.020, 130.030, and 130.040 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Appeals Board are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and City of Creve Coeur Personnel Policy and Procedures Manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City except the City Administrator and City Clerk.

3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of the disciplinary appeals process, leave, holidays and other city employee fringe benefits. All employees may utilize the grievance procedure.

Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, holidays, nor the exercise of the disciplinary appeals procedure.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall subject to applicable law:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator or designees shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. Hours of work/work schedules;
- b. Pay plan and pay periods;
- c. Performance appraisal systems;
- d. Personnel records and reports;
- e. Temporary work assignments and transfers;
- f. Use of city vehicles and mileage reimbursement;
- g. Outside employment;

- h. Seniority and impact of seniority;
- i. Safety procedures;
- j. Job related injury procedures;
- k. Other related internal administrative personnel matters.

3.9 INTERPRETATION

Where required by the context hereof, singular words and pronouns shall be construed as plural, plural words and pronouns shall be construed as singular, and personal pronouns shall be construed as referring to all persons without regard to gender.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected by the Personnel Officer or suggested by the Department Head. If

upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the pay shall be adjusted below the maximum of the new grade but not by more than ten percent (10%) of the current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Office. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the

Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. An employee being demoted due to poor performance or employee choice will receive the lesser of a maximum ten percent (10%) reduction in pay or the reduction which adjusts the employee's pay to the new pay range maximum. The City will adjust the pay of an employee who is demoted solely due to organizational change as provided in Section 4.4.

3. Transfers

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range. When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full pay periods the employee has worked since the employee's probation-completion merit increase date, if any.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. Current eligibility for longevity pay shall be based on the last date of hire and not total time of service with the City. There is a parallel longevity provision in the City's closed defined benefit pension plan.

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at six (6) months and at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the discretion of the Department Head or at the request of the Personnel Officer. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. Annual Performance Cycle

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. *Performance Reviews and Coaching*

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. *Completion of the Performance Cycle*

The supervisor shall provide non-probationary employees with copies of the self-appraisal form by April 20 of each year. The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1. The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy shall be provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

5.9 CALCULATION OF PAY RATES

For salaried employees, when it is necessary to calculate an effective hourly or daily pay rate for purposes of administration of benefits (i.e. overtime), unless expressly provided otherwise in this manual (i.e. Section 11.3.4 pay-in-lieu of vacation), the City generally uses an assumed 80-hour semi-monthly pay period, but for police department commissioned employees the City will use a 28-day cycle.

5.10 DIRECT DEPOSIT

All employees that are expected to be employed for longer than three months are required to participate in the City's Payroll Direct Deposit program as a condition of employment. Employees are allowed to select the financial institution(s) that will receive the direct deposits. The City Administrator may temporarily or permanently waive required participation for an employee, for good cause as determined in his discretion.

Employees must complete the City's Direct Deposit authorization form. This form authorizes deposits as well as adjustments (withdrawals) to correct for any overpayment or error. Direct deposits will be subject to all applicable banking and clearinghouse rules and laws.

An employee that does not wish to direct deposit to a checking or savings account may select the option of depositing to a payroll card account at the financial institution(s) selected by the City for such purpose. Such employee must complete the applicable additional forms and comply with the financial institution's fees and terms.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as otherwise provided by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of age, race, color, marital or familial status, national origin, ancestry, political affiliation, religion, sex, gender, gender identity, sexual orientation, genetic information, disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel Officer, whether to facilitate continued work or return to work.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

No person seeking employment or promotion shall, either directly or indirectly, give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with an employment test, appointment, proposed appointment, promotion or proposed promotion, except for bona fide test preparation service fees.

Pursuant to 41.1005 RSMo, no member of the United States Coast Guard Auxiliary shall be discharged from employment because of being a member of the United States Coast Guard Auxiliary or holding any office, position, or appointment under the United States Coast Guard Auxiliary, nor otherwise discriminated against or dissuaded from joining or continuing such person's service in the United States Coast Guard Auxiliary by threat or injury to such person in respect to such person's employment, or of any other rights or benefits to which the employee would otherwise be entitled.

Likewise the City shall not discriminate against veterans or members of the US Armed Forces or National Guard.

6.3 NEPOTISM

The following definitions apply to this policy:

“Affinity” means related by marriage or having a relationship by marriage.

“Consanguinity (eous)” means of the same blood or descended from the same ancestor.

“Nepotism” means the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, it shall be the City's policy that no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity by the City.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed full-time in the same department. Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:	
1st degree of relatives	Spouse, children & parents
2nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grandnephews & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part-time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

6.5 PERSONAL CONDUCT

Whether during working hours or outside of working hours, conduct can reflect upon suitability and qualification for employment. Professional and courteous behavior is required at all times during working hours. (See also Section 16.6). Any illegal conduct or other conduct at any time that demonstrates an inability to fulfill assigned duties or an inability to work with other employees can result in discipline and/or termination. Employees retain all constitutional and legal rights, which include the right to discuss the terms and conditions of employment and complain about illegal activity. Employees are not authorized to use their position or City logos, insignia, uniforms, or similar items to convey the impression they are acting for the City, except in connection with performance of assigned duties.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. He shall certify qualified applicants to Department Heads for interview and recommendation. The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable for employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator, an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, all legally mandated inquiries, and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

- Written examinations
- Performance evaluations
- Medical examinations
- Substance abuse screening
- Psychological evaluations/intelligence tests
- Background investigations
- Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department. Any such transfer has to be approved by the receiving Department Head.

An employee working in his first probationary period is not eligible to request an inter-department transfer.

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Retirement benefits from past service may be reinstated in accordance with the provisions of the applicable retirement plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work. A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above. A former employee may be rehired to fill temporary positions without re-screening, subject to meeting legally mandated eligibility requirements.

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service. The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration. A probationary employee is not eligible for promotion. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).

3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material fact on the application in violation of the certificate made by the applicant on the application form.
5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
7. The applicant has presented an application and has failed to sign the application form.
8. The applicant requests such an action.
9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri and federal record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri and federal record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until the employee is notified, in writing, by the City Administrator that he has been released from probationary status. Such

notice shall not be unreasonably withheld and within ten (10) days following the one year anniversary date of the employee such notice shall be issued or the probationary period shall be extended.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee serving his first probationary period is eligible for sick and vacation benefits upon the Department Head's determination that the employee has successfully completed the first six months of probation. (Sections 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits he had at the time of the promotion or transfer are not lost while he serves the probationary period.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice. An employee terminated during his initial probationary period cannot appeal such action.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department Head with the approval of the City Administrator shall determine appropriate hours of work. Full-time employees will generally be scheduled to work 40 hours in a seven day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental time-keeping practices. All department heads, or designees, shall keep attendance records of employees which shall be reported to the Finance Department on the form and on the dates specified. Employees must identify any perceived error in attendance records within seven days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. *Overtime Compensation*

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and efficient operations, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum. The rate of overtime compensation for employees shall be as follows:

OVERTIME RATES:

	<u>1-1/2 Times Normal Pay</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE	Street Maintenance	Golf Course**	See Section 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of Municipal Property		
	Office Clerical*		
	Commissioned Police Officers		
	Ice Arena		
	Golf Course**		

**Clerical staff are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.*

***Non-exempt Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B)). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond forty-four (44) hours in a week (Monday through Sunday), and shall receive straight time for time worked up to forty-four (44) hours in a week (Monday through Sunday).*

2. Compensatory Time

An employee may elect to earn compensatory time at the rate of 1-1/2 his normal hourly rate for any overtime hours worked. The use of compensatory time is subject to the approval of the Department Head. Commissioned employees shall accrue no more than eighty (80) hours of compensatory time. All other City employees shall accrue no more than forty (40) hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of his compensatory time at his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For weekday meetings which start on or after 6:00 pm and Saturday meetings, if the meeting lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, he is either to notify his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probation, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in fifteen (15)-minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. *Supervisory Premium Pay*

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends beyond a pay period, it shall be considered a change to base pay. Otherwise, such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. *Field Training Officer Premium Pay*

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

City Administrator
 Assistant City Administrator
 Assistant to the City Administrator
 Public Information Officer & Management Analyst
 Human Resources Generalist
 Director of Finance
 Finance Manager/Accountant
 Information Systems Manager
 Information Systems Coordinator
 Director of Public Works
 City Engineer
 Civil Engineer
 Operations Superintendent
 Director of Community Development
 City Planner
 Chief Building Official
 Police Chief
 Police Captain
 Police Lieutenant
 Police Administrative Sergeant
 Director of Recreation/Ice Arena Manager
 Assistant Recreation Director
 Golf Maintenance Superintendent
 City Clerk
 City Attorney*
 Municipal Judge*
 Prosecuting Attorney*

**Independent contractors*

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if he feels the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten (10) scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance, and to the LAGERS board if a participant in that plan, at least thirty (30) calendar days (and not more than ninety (90) days) prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit. (70.645RSMo)

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment, taking into account reasonable accommodations that do not create an undue hardship for the City. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

An employee unable to perform the essential job functions of his position due to a disability, taking into account reasonable accommodations that do not create an undue hardship for the City, may be transferred or demoted to a position for which he is able to perform the essential job functions and shall

be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous two (2) years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure. Employees laid off shall be placed on a priority recall list for a maximum of one-hundred and eighty (180) calendar days. Employees separated because of layoff shall be given at least two weeks' prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual.

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King National Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

**May be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.*

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees other than police employees as specified in Sections 10.4 and 10.5 who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King National Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus will be paid for each holiday; ~~in as part of the pay for the period in which the holiday occurs following the once each year with the pay check issued on or about November 15;~~ such bonus pay shall be equivalent to normal pay. Only commissioned police personnel are eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on ~~or before~~ such holiday and, if scheduled, must work the holiday unless the absence ~~was approved is not due to illness and is approved~~ by the Chief of Police ~~in advance of the holiday~~. Employees absent from scheduled work on a holiday due to ~~unscheduled leave illness~~ or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

~~Employees terminating during the year shall receive holiday pay for all holidays for which the employee is eligible for pay during the calendar year through the date of termination.~~

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels, he shall be compensated with overtime pay at the rate of one and one-half (1-1/2) times the normal pay for the overtime hours worked.

~~The holidays concerned would be any of the holidays which qualify for the holiday bonus paid in November of each year. This compensation for overtime on a holiday shall in no way affect the holiday bonus paid in November.~~

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter eight (8) hours off with pay as a personal holiday. The time is to be taken at the election of the employee, subject to the approval of his Department Head. The employee is eligible to receive eight (8) hours of personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to forty (40) hours of unused personal holidays may be carried over from one calendar year to the next.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. Policy

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each employee must submit requests for leave in the City's time keeping system, or when applicable in writing. Department Head shall review ~~maintain~~ appropriate records of all leaves requested and granted for the department's employees. The ~~Department Head,~~ s shall approve ~~provide~~ the necessary information in ~~to~~ the Personnel Officer ~~City's time keeping system, who will maintain the permanent records of any such absence from duty for all City employees.~~

Notwithstanding the foregoing, FMLA leave will be handled in accordance with section 11.7 Family and Medical Leave.

In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. Definitions

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of eighteen (18) years, or who is eighteen (18) years or older to the extent the person is incapable of caring for themselves due to mental or physical disability.

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"FMLA" means the Family and Medical Leave Act or leave permitted under the Family and Medical Leave Act.

"Jury Leave" means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

"Leave of Absence" means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

"Medical Leave" means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

"Occupational Injury or Illness Leave" means paid leave granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

"Parent" means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

"Sick Leave" means paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers.

"Spouse" means only the legally recognized marital partner of the employee.

"Unscheduled Leave" means the employee did not obtain the required verbal or written approval from the supervisor or Department Head by close of business on the employee's regular scheduled workday prior to the absence.

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"Vacation" means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. Policy

Vacation is paid leave granted to an employee to provide a period of recreation and change from day to day routine in order that they may be better able to meet the obligations of their work.

2. Vacation Administration

- a. A full time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay in Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

YEARS OF SERVICE	PERMITTED TOTAL CARRY OVER
1 to 4 yrs. (80 hours annual accrual)	120 hours
5 to 9 yrs. (120 hours annual accrual)	160 hours
10 to 19 yrs. (160 hours annual accrual)	200 hours
20 yrs. or more (200 hours annual accrual)	240 hours

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that new employees terminated before successfully completing the first six months of their probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any

other properly designated individual. Payment in lieu of vacation under this paragraph is calculated using an assumed 80-hour semi-monthly pay period.

- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.
- e. An employee that uses two (2) or fewer days of accrued Sick Leave in a calendar year shall be granted an additional eight (8) hours of Vacation in the following year. A day of sick leave shall be determined by the regularly scheduled hours of work per day of employee.

3. Eligibility for Vacation

Any full-time employee serving the first probationary period and who observes the six month service anniversary shall thereafter be eligible to utilize accrued Vacation upon the Department Head's determination that the employee has successfully completed the first six months of probation.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.34 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 5.00 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.67 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 8.34 hours per full pay period worked.

Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding seven (7) consecutive calendar days of unpaid leave will cease to accrue Vacation for the duration of unpaid leave.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed 160 hours per year or 6.67 hours per pay period

work. In such event there will not be an increase until the amount prescribed in the above schedule exceeds the initial negotiated amount.

4. Pay in Lieu of Vacation

Pay in lieu of vacation is bonus pay permitted for a city fiscal year maximum of eighty (80) hours, or such different maximum as may be established in annual budget appropriations. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his/her total vacation balance to fewer than eighty (80) hours on the date on which payment of pay-in-lieu of vacation is made.

Requests for pay in lieu of vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by ~~March 1~~ May 15 of the current fiscal year or other deadline as established by the City Administrator, may receive pay in lieu of vacation during the current city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay in lieu of vacation shall be made during the last pay period of the current fiscal year in which the request is timely made.
- c. Pay in lieu of vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each day of paid-in-lieu-of-vacation shall be equal to eight (8) hours of pay at the employee's average hourly wage for a pay period. Hourly rate shall be calculated by dividing base annual salary by total regular annual hours scheduled.

5. Scheduling Vacation

Requests to schedule vacation shall be subject to approval by the Department Head, to assure adequate staffing. An employee who has commenced a scheduled vacation may not substitute sick leave or other forms of leave for any part of such scheduled vacation, except as otherwise approved by the Department Head in their discretion in extreme circumstances such as an injury or illness resulting in hospitalization.

11.4 SICK LEAVE

1. Policy

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers, and in certain other limited circumstances set forth below. It is meant to be a protection in case of need only.

Sick leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.
- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time. When this is impossible, Sick Leave time may be used with the advance permission of the Department Head.
- c. Pregnancy, childbirth and recuperation shall be treated as any other medical condition.
- d. To provide care due to illness or injury to a member of the employee's household or immediate family, or for bonding within six months following the birth or adoption of a child, up to a maximum combined total of 120 hours in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.
- e. *Other Parental Leave* - Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

2. Sick Leave Administration

a. Eligibility

- i. An employee serving the first probationary period and who observes the six-month service anniversary is eligible to utilize Sick Leave that has accrued to date upon the Department Head's determination that the employee has successfully completed the first six months of probation.
- ii. Each full-time employee shall accrue four (4) hours of Sick Leave for each full pay period of full-time service rendered to the City. Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-

time employee exceeding seven (7) consecutive calendar days of unpaid leave will cease to accrue Sick Leave for the duration of unpaid leave.

However, in no event shall any employee accrue more than one-thousand and fifty-six (1056) hours of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. Charging of Sick Leave

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility. ~~In no case shall Sick Leave be used on scheduled "X days" (extra regularly scheduled) for police officers.~~

4. Notice Required

Thirty days advance notice by the employee of the intent to utilize Sick Leave is required if the need for leave is foreseeable, including the extent known of the leave when known. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration. When utilizing Sick Leave only (and not also FMLA), the employee is responsible for providing notice to their Supervisor before work or within the first hour of the employee's normal workday on each day of absence, to the extent practicable. Failure to provide timely notice may be cause for denial of Sick Leave Pay for the period of time and result in discipline including termination.

5. Proof of Illness – Sick Leave

When an employee is utilizing Sick Leave only (and not also FMLA), after the fourth consecutive day of sick leave, they shall provide proof of illness for the employee or his/her immediate family member as defined in the policy to their Department head or designated assignee. Failure to provide such proof of illness shall result in forfeiture of Sick Leave Pay and may result in discipline including termination.

6. Sick Leave Absence Reports Required

Sick Leave absence reports shall be completed on the first day of leave by the Department Head. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

7. False Claims

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

8. Leave Without Justification

If it is determined that the illness or disability for which Sick Leave, FMLA, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

9. Donation to Sick Leave Bank

Any full-time employee who has completed one year of service and is no longer in probationary status, who is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights, may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of seven-hundred and twenty (720) hours following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

10. Status of Benefits While on Sick Leave

See section 11.14 for an explanation of benefit status regarding Sick Leave.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. Policy

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City

is that the state workers compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. Compensation

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay pursuant to this section 11.5 which is the full-time employee's regular compensation less any amount paid to the employee by the state workers compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall ensure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. Duration of Leave

The maximum duration of Occupational Injury and Illness leave shall be 90 calendar days per injury. During this 90 calendar day period utilization of paid Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician, provided, however, if the employee is only allowed to return to restricted duty work and then needs to return to Occupational Injury and Illness Leave due to unavailability of such work or expiration of the time allowed for such work under this manual, they may use any balance remaining of the 90 calendar day Occupational Injury and Illness Leave period;
- c. the elapse of 90 calendar days of utilized Occupational Injury and Illness Leave;
- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;

- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. Options Upon Expiration of Occupational Injury Leave

- a. Utilization of Sick Leave, Medical Leave and Vacation benefits: after the expiration of the Occupational Injury and Illness Leave, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation, Personal Leave and Compensatory Leave sections of this policy. Any available paid leave must be used.
- b. Leave of absence: once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the State Workers Compensation Division the employee will be placed on leave of absence unless and until other circumstances cause the City to layoff or terminate the employee.
- c. Pay: once paid leave benefits are exhausted, the employee shall only receive state-mandated workers compensation earnings.

5. Authorization to Return to Work

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6 for return to work with restrictions).

11.6 RESTRICTED WORK

1. Job-Related Injury

Employees sustaining job-related injuries should apply to return to work as soon as possible when medically permissible. The employee should notify their supervisor as soon as possible of an ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining the restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty

status subject to subsection 4. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. *Non Job-Related Injury*

Employees seeking to return to work after non-job-related injury or illness may be allowed to return to work on restricted work status, subject to subsection 4. The employee shall notify their supervisor of their ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining work restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. *Physical Activities*

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

4. *Duration of Restricted Work*

Restricted duty assignments are temporary and shall be limited to 180 calendar days per injury, illness or medical condition and shall conclude as soon as medically permissible. Restricted duty assignments will be assigned based upon availability of work and the employee's skills, knowledge and ability. Such assignments are meant to cover a period of recovery. If an employee needs a more permanent arrangement due to long-term disability, they should advise their supervisor that reasonable accommodations should be considered in accordance with the ADA for either their prior job or another open position for which they seek assignment (see section 9.3).

11.7 FAMILY AND MEDICAL LEAVE

1. *Policy*

Family and Medical Leave (FMLA) is a federally-mandated benefit which grants eligible employees up to twelve (12) weeks of unpaid leave during a calendar year for:

- a. serious illness of the employee, their spouse, child or parent.
- b. the birth of a son or daughter of the employee;

- c. the placement of a son or daughter with the employee for adoption or foster care;
- d. incapacity due to pregnancy, prenatal medical, or childbirth.

2. Eligibility

FMLA is available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven (7) years prior to the leave and who have worked a minimum of 1250 hours during the twelve months immediately preceding the leave.

The available time allowed under FMLA is 12 weeks in a calendar year. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a 28-day period for police department commissioned employees.

In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave for their own medical conditions, less any Family Leave taken by them individually.

3. Notice of Intent to Utilize FMLA Required

- a. A thirty (30)-day notice by the employee of the intent to utilize FMLA is required if the need for leave is foreseeable. If the event is to begin in less than thirty (30) days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration.
- b. Approval must be obtained from the City Administrator prior to the granting of FMLA, in accordance with applicable law.

4. FMLA To Run Concurrent with Applicable Paid Leave

An employee shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

5. Medical Certificate Required

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when FMLA applies. The employee must obtain the

required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

6. *Second and Third Opinion of Condition*

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

7. *Status of Benefits While on FMLA*

See section 11.14 for an explanation of benefit status regarding FMLA.

8. *Return to Work*

Upon returning to work on or before the expiration of FMLA, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

9. *Maternity*

An employee shall be allowed reasonable unpaid break time to express breast milk for her nursing child after the child's birth each time such employee has need to do so, in a place other than a bathroom that is shielded from view and free from intrusion.

10. *Other Parental Leave*

Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

11.8 FUNERAL LEAVE

In the event of the death of an immediate family member, a full-time employee may be granted up to three (3) eight (8)-hour workdays of paid leave to attend the funeral of that family member. The amount of time granted will be based upon the recommendation of the Department Head and will take into account such factors as travel and day of the week on which the funeral is held. The purpose of this leave is for funeral attendance and related memorial services. Immediate family, for the purpose of this section, is defined as spouse, child, grandchild, brother, sister, parent, or their functional equivalent; father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent of the employee, or relative whose place of residence was in the employee's home. Funeral leave and sick leave are separate and distinct. An employee's use of funeral leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. *Temporary Annual Training Periods*

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed one-hundred and twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one-hundred (120) hours (RSMo 105.270; 38 USC 4301 et seq).

2. *Emergency Active Duty*

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve

component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one-hundred (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMo 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one-hundred and twenty (120) hours (RSMo 105.270, 38 USC 4301 et seq).

3. *Extended Active Duty Leave*

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMo 41.942).
- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one-hundred and twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed a probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the

employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan. For police department commissioned employees, such semi-monthly pay shall be determined using a twenty-eight (28)-day month.

- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.

- e. The following authorized military operations are covered by this policy:

Operation Iraqi Freedom
 Operation Enduring Freedom
 Operation Joint Forge
 Operation Noble Eagle
 Operations Desert Falcon and Desert Focus
 Operation Intrinsic Action
 Operation Joint Guardian
 Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military status becomes effective or following one-hundred and twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify

to receive military differential pay as described in subsection three (3) subparagraph c until up to one-hundred and twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMo 105.270.4).

- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
- i. City and State retirement plans are subject to 38 USC 4318.

3.5 Limit on Total Paid Military Leave

Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined one-hundred and twenty (120) hours in a federal fiscal year (October 1 – September 30).

4. Notice of Leave Request and Orders

The employee or an appropriate military officer shall provide as much advance notice of a leave request as practicable under the circumstances and to the extent possible shall provide the approximate beginning and ending dates of the period of such military service. A copy of orders should be provided as soon as practicable, if not already submitted with a request for annual, emergency, or extended active duty military leave. To substantiate any payment of salary is made covering the period of leave, as soon as practicable the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order (RSMo 105.270.2).

5. Other Leave During Military Leave

An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of one-hundred and

twenty (120) hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).

6. Reinstatement

a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, or who is a member of state military force or national guard ordered or called to active duty by the governor of that state, or a member of any reserve component of the U.S. armed forces, having given advance notice of such service or being excused by law from providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e), 40.490RSMo):

- Less than thirty-one (31) days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- Thirty-one (31) to one-hundred and eighty (180) days service: The employee must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- One-hundred and eighty-one (181) days of service or more: The employee must apply for reemployment no later than ninety (90) days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two (2) years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City

pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. Military Caregiver Leave

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave (or such other period as may be required by applicable law) and who have worked a minimum of one-thousand and two-hundred and fifty (1250) hours during the twelve (12) months immediately preceding the leave and who are immediate family members or next of kin (i.e., closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty (including aggravation of preexisting injury or illness). A covered service member is an active member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list, or a military member discharged or released under conditions other than dishonorable at any time during the five (5)-year period before commencement of leave who needs care due to undergoing medical treatment, recuperation, or therapy for such a serious injury or illness. Eligible employees are allowed up to twenty-six (26) workweeks of unpaid leave in a single twelve (12)-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable twelve (12)-month period for a single employee. The twenty-six (26) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Appropriate certification is required.

8. *Qualifying Exigency Leave*

Employees may receive up to twelve (12) weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave and who have worked a minimum of one-thousand and two-hundred fifty (1250) hours during the twelve (12) months immediately preceding the leave. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed twelve (12) workweeks per calendar year for a single employee. Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven (7) days of notice) for a period of seven (7) days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Certain parental care for military member's parent who is incapable of self-care when care necessitated by the member's covered active duty, such as arranging for alternative care, providing immediate care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
- Making or updating financial and legal arrangements to address a covered military member's absence;

- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;
- Taking up to one-hundred and twenty (120) hours of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

9. *United States Coast Guard Auxiliary Leave*

Pursuant to 41.1005 RSMo, any employee who is or may become a member of the United States Coast Guard Auxiliary shall be granted a leave of absence from their respective duties, without loss of time, regular leave, or of any other rights or benefits to which the employee would otherwise be entitled, for periods during which the employee is engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the Director of Auxiliary (DIRAUX) or other appropriate United States Coast Guard authority. Leave for such service shall be for no more than fifteen working days in any calendar year, or without regard to the length of time when responding to a state or nationally declared emergency in the state of Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The City shall not be obligated to pay a salary to the employee during this leave of absence. The City shall have the right to request that the employee be exempted from responding to a specific mission.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the

three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed sixty (60) days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sections 11.4 and 11.7). A leave of more than sixty (60) days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. Paid Leave

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave, however, exceptions may apply for holiday bonus pay (see Section 10.5).

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding seven (7) consecutive calendar days shall not accrue Sick Leave, or Vacation, or paid for holidays. Employer contributions under City retirement plans will cease during unpaid leave, unless otherwise provided in the plan documents.

Unless otherwise provided for in this policy, an employee exceeding seven (7) consecutive calendar days of unpaid leave shall be required to pay the entire cost of continuing employee benefits, including, but not limited to, health, dental, life and other insurances and fringe benefits throughout the remaining duration of the unpaid leave. Employee payments for such insurances and benefits are due on the same day as equivalent paycheck deductions for other employees. An employee on unpaid leave has a thirty (30)-day grace period in which to make premium payments. If payment(s) are not received by the City Finance Department within the grace period, group health, dental, life and other insurances and fringe benefits may be cancelled, provided the City will notify the employee in writing at least fifteen (15) days before the date that coverage(s) will lapse. Any amounts that have not been paid for coverage prior to such lapse shall remain due and owing from the employee.

3. Occupational Injury/Illness Leave

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation Leave Pay or receive Pay in Lieu of Vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. Family and Medical Leave (FMLA)

During FMLA, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the leave. Benefits under City retirement plans are described in the plan documents and related statutes. The rules under subsections 1 and 2 of this section 11.14 apply.

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when

there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods not to exceed five days. The Department Head shall keep the City Administrator informed of all such investigations and decisions. The City Administrator may require additional disciplinary action.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation. The foregoing does not restrict employees from exercising their legal rights.

SECTION 13 PERSONNEL DISCIPLINARY APPEALS

13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR

- a. An employee may appeal to the City Administrator for a reconsideration and rehearing of any disciplinary action taken by a Department Head involving:
 1. dismissal;
 2. demotion;
 3. suspension without pay for more than three (3) days.

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for appeal and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall conduct a hearing at which time the employee may present witnesses or documents to support his position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the hearing.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the hearing.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD

a. Form of Request for An Appeal

If the employee is dissatisfied with the City Administrator's decision in a disciplinary hearing involving dismissal, demotion, or suspension without pay and/or loss of compensatory time, singly or in combination, for more than three (3) days, or a Department Head or other employee is dissatisfied with the City Administrator's disciplinary action against them (unless otherwise provided by law, i.e. Section 106.273 RSMo subject to constitutional limitations) the employee may submit a request in writing for an appeal to the Personnel Appeals Board ("the Board"). Such request must be addressed to the "Personnel Appeals Board Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center

not later than seven (7) calendar days after the City Administrator issues and the employee receives a written decision.

b. Receipt of Request for An Appeal from Employee ("Appellant")

Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Board. After receipt from the City Clerk, the Chairperson of the Board shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and the Department Head.

The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required in (b 1) above, forward a copy of the request for appeal to the members of the Personnel Appeals Board and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

c. Assignment of Legal Counsel

The Chairperson may at any time request the City Council to hire legal counsel for the Board. The purpose of legal counsel is to assist the Board with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Board. The purpose of the Procedural Review Meeting is to review Board procedures for the conduct of the hearing and the preparation of the decision. The Board may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any Board member or other party to the underlying facts of a specific appeal before the Board. Further, no discussion should be held by any members of the Board concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Board. All evidence is to be presented at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Board, the Personnel Appeals Board shall conduct a reconsideration and rehearing in accordance with the provisions of Chapter 536 RSMo and the City of Creve Coeur Personnel Policy and Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required.

a. Notification of Hearing Date

The Chairperson of the Board shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo, a minimum of a ten (10)-day notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

b. Board Hearing Procedure

1. Consistent with Chapter 536 RSMo, the hearing shall be conducted in the manner most conducive to determination of the truth and the Board shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -- hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Board's decision is to be supported by substantial evidence on the whole record. Decisions made by the Board shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Board, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Meetings of the Personnel Appeals Board shall be determined to be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri unless the employee requests the meeting remain open and the Board approves that request. Notice of the meeting must be posted in conformance with the above stated policy. The meeting is to be opened as a public meeting and the Board shall take a vote before closing the meeting for the hearing. The minutes shall reflect this action.
3. The Board shall determine the relevancy, weight and credibility of testimony and evidence. The Board shall base its findings on the preponderance of evidence.

4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Board may ask questions relevant to the matter after each witness testifies.
5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the meeting room until called by the Board to testify.
6. Both the City and the appellant may be represented by legal counsel.
7. The Board may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe the meeting and to give an oath to witnesses giving testimony. A city staff member shall keep minutes of the proceedings.
9. The Board reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Board shall announce, during the hearing, that the hearing is recessed to a specific time and date. No additional posting of the reconvened hearing is required.
10. The Board shall meet in closed session to deliberate and to come to a decision concerning the matter. A majority of the Board members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
11. Decisions of the Board shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement of the findings on which the Board based its decision. The decision shall set forth the charges, if any, the Board finds to be sustained and the reasons therefore. A copy of the written decision shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator. The decision of the Personnel Appeals Board shall be final and binding on the City.

c. Procedures to be followed in accordance with Chapter 536 RSMo

1. All witnesses giving oral testimony shall be sworn.
2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any

witness regardless of which party first called him to testify, and to rebut the evidence against him.

3. A party who does not testify in his own behalf may be called and examined as if under cross-examination.
4. The Board shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Board. The City will pay transcription costs. Minutes of the hearing will be kept for the Board's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Board shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Board's decision, the Board is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Board, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e. proving or tending to prove the point) shall be considered by the Board along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof cannot be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Board to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit at the hearing. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to ensure fair and just treatment of employee concerns; to foster good communications between personnel to ensure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A “***grievance***” is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official recording of the conference.
- d. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions under the applicable City retirement plan(s)¹, the employee may elect to retire and receive applicable benefits.

¹ Under the 2006 Defined Contribution Plan: Normal Retirement Age was age fifty-five (55); effective August 1, 2017, that plan was replaced by LAGERS statutory plan, with minimum service retirement age sixty (60) years, except fifty-five (55) years for police officers. Under the LAGERS plan, early retirement means retirement after five years of credited service and within five (5) years of minimum service retirement age, see 700.670 RSMo.

Under the City's Defined Benefit Plan (for employees hired before June 2006): Early Retirement Age means the date on which the Participant first attains age fifty (50) and has completed at least twenty (20) years of Credited Service. Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of

In addition the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

a. For the Regular, Full-Time Employee Who Works Until Normal or Unreduced Early Retirement Date (as defined in the City's Defined Benefit Plan for employees hired before June 2006), or who works until the minimum service retirement age under LAGERS (based on the plan in which the employee is a participant):

1. Employee Hired Before July 1, 2001:²

The City will pay the same percentage of the employee and dependent health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage, which is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

any month coinciding with or following the Participant's attainment of his Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

Normal Retirement Age means (a) for a Participant who is a uniformed police officer, the date the Participant attains age fifty-five (55), and (b) for any other Participant, the date the Participant attains age sixty-five (65). **Normal Retirement Date** means the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. A Participant shall be one-hundred percent (100%) vested in his Accrued Benefit upon the attainment of Normal Retirement Age.

Unreduced Early Retirement Age means the date that the sum of the Participant's age and years of Credited Service equals eighty-five (85). In determining the sum of a Participant's age and Credited Service, completed years and completed months of both age and Credited Service shall be used. **Unreduced Early Retirement Date** means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or following the Participant's attainment of his Unreduced Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

²For purposes of this section 15.3, date of hire refers to most recent date of hire for those who have had a separation of service.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end and this is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

b. For a Regular, Full-Time Employee, Who Shall Work Until Early Retirement (as defined in the City's Defined Benefit Plan for employees hired before June 2006, or the LAGERS plan (based on the plan in which the employee is a participant):

1. Employee Hired before July 1, 2001:

Such termination of work is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until the employee has reached normal or minimum retirement age (see above) or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches such normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. Employee Hired On or After July 1, 2001:

Such termination of work is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase an individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

c. One-Time Re-Enrollment Option

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, his/her dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops his/her individual insurance through group coverage with the City while otherwise eligible shall also drop all family insurance, but may re-enroll for such individual coverage (and family coverage) provided the following conditions are met: (1) the retired employee dropped individual insurance through group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for individual insurance group coverage with the City within 31 days of the date the other group coverage ends and before becoming eligible for Medicare. This opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee will be subject to the provisions of Sections (a) and (b) above, as applicable. A retired employee who continues individual coverage may make changes in family coverage in the same manner as employees.

d. Medicare

When a retired employee subject to Sections (a) or (b) above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's dependents who had coverage on the day before such termination shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head, the Director of Finance and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Director of Finance and the Personnel Officer prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

Employees required to use their personal automobiles in the course of performing their duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements. Employees shall refrain from using substances that impair their ability to operate a motor vehicle with the highest degree of care and refrain from any activity that distracts them from operating a motor vehicle with the highest degree of care, including texting and other use of hand-held communications devices.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incentivize employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time

employee who qualifies to enroll in the City's health insurance plan for a portion of the cost they incur for such other coverage if the employee does not enroll in coverage with the City, or is eligible for spousal, child(ren), or family coverage, but elects to enroll in individual coverage only. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City, unless both employees do not enroll themselves and their dependents in coverage under the City's health insurance plan.

The annual reimbursement amount shall not exceed six-hundred dollars (\$600) per year per eligible employee. Employees are required to complete and submit the Medical Benefit Reimbursement Application (MBRA) to the Office of the City Administrator no later than November 15 of each year to be eligible for reimbursement.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payment shall be based on the number of months that the employee was eligible for the reimbursement over the preceding twelve (12)-month period ending on November 30 of the current year (December 1 through November 30). An employee not meeting the eligibility requirements stated above for the entire twelve (12)-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the twelve (12)-month period.

15.11 CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE

As of July 1, 2013 the City self-insures up to one-thousand one-hundred dollars (\$1,100) of the one-thousand and five-hundred dollars (\$1,500) individual deductible and up to two-thousand and two-hundred dollars (\$2,200) of the three-thousand dollars (\$3,000) family/dependent deductible in connection with employee enrollment in the City's health insurance plan. The employee is responsible for paying the first four-hundred dollars (\$400) of the individual deductible and the first eight-hundred dollars (\$800) of the family/dependent plan deductible. Claims shall be submitted in accordance with procedures established by the City Administrator's office. Employees hired before July 1, 2001 who have retired and are receiving the benefit of City payment of a percentage of premium of the City health insurance plan are also eligible to participate in the City' self-insurance of the deductible on the same terms and conditions as an active employee. The City Council may amend these provisions by resolution at any time in its discretion, and such changes may be incorporated into this policy manual.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or eight (8) hours during a given week, is required to submit a written request to his Department Head for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (130.050 and following sections). Employees should be respectful of each other's viewpoints and avoid extended political debates during working hours.

Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.

Each new employee is required to read these policies and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 POLICY AGAINST HARASSMENT

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment or any hostile, aggressive or violent conduct. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated.

1. Definitions

"Harassment" means unwelcome conduct that is based on race, color, sex or gender, gender identity, sexual orientation, religion, national origin, ancestry, disability, age, family or marital status, and/or any other characteristic protected by law as well as sexual harassment or any hostile, aggressive or violent conduct. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Employee Responsibilities

- a. No employee shall either explicitly or implicitly ridicule, mock, belittle or otherwise harass any person.

- b. Employees encountering harassment are encouraged to tell the person that their actions are unwelcome and offensive. Timely documentation of the incident is recommended.
- c. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. Supervisor's Responsibilities

- a. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- b. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- c. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. Investigation

- a. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- b. Any investigation will be conducted by the City in such a way as to maintain confidentiality to the extent practical under the circumstances.

However, employees shall not be precluded from discussing an investigation with each other unless expressly instructed to refrain from such discussions for such period of time as determined necessary by the city to protect witnesses, avert destruction of evidence, avert fraudulent testimony, or prevent cover-up.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the

harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have intentionally made a false allegation of harassment against another employee may be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request.

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those authorized by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each Department Head should report all changes in address or phone number to the Personnel Officer in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 POLICY AGAINST SUBSTANCE ABUSE

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to providing to its employees a safe and healthy work environment; and, to providing to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. Improper use, abuse and/or dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a means for the City to protect itself, and others, from the negligent or irresponsible actions of an employee who is under the influence of alcohol/drugs while working as an employee of the City. The policy requires an employee to submit to alcohol/drug testing when there is reasonable basis to suspect that they are under the influence of alcohol/drugs at the work place, and in other specified circumstances.

Additionally, as a frequent recipient of federal grants, the City is subject to the Drug-Free Workplace Act (41 USC 8101 et seq). Pursuant thereto, the City expressly states that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. This policy describes the actions the City will take in the event of any violation of this prohibition. It is a condition of each employee's employment that they must abide by the terms of this statement and must notify the Personnel Officer in writing if they are convicted of a violation of a criminal drug statute occurring in the workplace within five calendar days after the conviction.

Any employee who appears to have possession, to have consumed, or to be under the influence of alcohol shall be removed from the work place and be required to undergo testing by a police officer and, as directed by the police officer, a blood alcohol measuring device or other medically acceptable means.

Any employee who appears to be in unlawful possession of or to be under the influence of any drug, narcotic, or controlled substance, will be required to produce evidence that they possess the drug, narcotic or controlled substance lawfully (for example, proof of prescription or a qualified patient card for marijuana), will be removed from the work place, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police

officer. Any employee who is suspected of being under the influence of marijuana shall be subject to the same test result standards and related discipline as referenced in Section 18.

Violation of this policy shall be deemed misconduct and may also result in suspension or termination of employment, subject to applicable law.

The refusal to submit to any required testing is a disciplinary offense and may result in disciplinary action, up to and including termination.

The policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

Note: See Section 18 regarding drivers of commercial motor vehicles.

17.2 LEGAL DRUGS (excluding alcohol)

The use of any legally obtained drug, to the point where such use affects the employee's job performance (i.e. causes them to be "under the influence") is prohibited. No employee during work hours shall be under the influence of any drug which impairs the employee's ability to perform their job, including the use of prescribed or otherwise authorized drugs. In the event physician-approved use of drugs, including over-the-counter drugs or medical marijuana (away from the workplace), could influence job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. In the event treatment relates to disability, reasonable accommodations may be requested as discussed elsewhere in this manual, to the extent allowed by law. An employee who is lawfully using medical marijuana away from the workplace shall mitigate odors on and about their person to the extent practicable.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; or,
2. drugs that are legally obtainable but have been obtained illegally.

The illegal sale, possession, purchase, transfer, or use of drugs by employees is prohibited.

No employee shall arrive on the City's premises in possession of or under the influence of any illegal drug.

Any employee engaging in the illegal sale, purchase, transfer, possession or use of drugs is subject to disciplinary action, up to and including in termination.

17.4 ALCOHOL

1. General

Employees shall not possess or consume an alcoholic beverage, have the odor of an alcoholic beverage on or about their person, or be under the influence of an alcoholic beverage during work hours to include lunch or break periods unless authorized or approved by the City Administrator or his designee. No alcoholic beverage shall be served or consumed on city premises or in vehicles owned by the city without permission of the City Administrator or his designee. The odor of an alcoholic beverage on or about any employee or other visible effects is sufficient cause to order an employee be tested for the presence of alcohol and/or to order the employee to leave the work place. Any employee engaging in the misuse of alcoholic beverages is subject to disciplinary action.

2. Employees - BAC

No employee during working hours shall report for work or be on duty when he/she has a blood alcohol level of .02% or greater.

3. Commissioned Police Officers

Commissioned police officers shall not report for work, be on duty, or act in the capacity of police officer (to include off-duty details) when he/she has a blood alcohol level of .02% or greater.

17.5 PRE-EMPLOYMENT SCREENING

In an effort to minimize the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from employment consideration after a confirmation test has confirmed the positive results. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost. For a candidate who has lawfully consumed marijuana, a test shall be considered positive or negative in accordance with the standards referenced in Section 18.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.6 POST-HIRING TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse or whose behavior creates a reasonable suspicion (includes the odor of an alcoholic beverage on or about the person) to cause the Supervisor, based on personal observation or credible reports from others, to believe the employee may be under the influence of drugs and/or have consumed alcohol shall be escorted by the Supervisor for testing as outlined in Section 17.7.

The Supervisor shall as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the required drug/alcohol test results and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in

strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, and if applicable the odor of alcohol is no longer noticeable, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

Failure by the employee to comply with the request of the Supervisor to relinquish his/her duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol, drugs, and/or a controlled substance, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately and tested by a police officer.
- 2a. If the police officer has reason to believe the employee has consumed or is under the influence of alcohol, testing may be conducted by a certified operator of a blood alcohol measuring device certified by the State of Missouri Department of Health. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
- 2b. If a Supervisor has reason to believe the employee is under the influence of a drug, or has illegally consumed or used a drug the employee shall be tested by a police officer and if so directed by the police officer escorted by a Supervisor or police officer to a medical facility or tested in a manner approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
3. When a drug test (other than for alcohol) is required, the specimen collection shall be conducted by the medical staff in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern, in accordance with applicable law including Section 288.045 RSMo.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.

5. Proper chain of custody procedures shall be followed by the laboratory or medical facility to safeguard the integrity of the sample.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of obtaining test results. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

For provisions regarding test procedures and results, see Section 18.6c.

17.8 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be required to obtain professional assistance from a source approved by the City. Participation in a professional assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

If the employee is required to participate in a professional assistance program the successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing for a period of at least one year, at the employee's expense. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to avoid further incident once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

a. Rehabilitation Contract

If the City decides to retain an employee, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the substance abuse professional (SAP) or by a rehabilitation professional accepted by the City, at the employee's expense; and
2. the employee shall agree to refrain from any violation of the City's alcohol and substance abuse policies and to use controlled substances and alcohol consistent with the plan of rehabilitation, the City's policies and the law; and
3. the employee shall provide a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and

4. the employee shall agree to unannounced random testing for periods of time determined by the City subsequent to the employee's return to work consistent with the City's alcohol and substance abuse policies; and
5. the employee shall agree to submit to return-to-work testing demonstrating that the employee is compliant with controlled substance and/or alcohol test standards, at the employee's expense; and
6. the employee shall agree that any future violations of the substance abuse policy shall be considered as a resignation of the employee from City service without recourse.

17.9 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See Section 17.8 Rehabilitation.)

17.10 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well-being are essential to the ability of the individual to perform their job duties. Education and training efforts will be designed to assist the Supervisor with fulfilling their responsibilities under this policy.

17.11 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance Abuse Professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

18.1 PURPOSE

The purpose of the Omnibus Transportation Employee Testing Act of 1991 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This Section 18 policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All city employees are governed by the policy outlined in Section 17 of this manual, which in some instances refers to parts of this Section 18.

18.3 DEFINITIONS

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

"Alcohol Concentration" means the concentration of alcohol in a person's breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

"Alcohol Use" means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

"Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo) and the Act:

- a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
- b. has a gross vehicle weight rating of 26,001 or more pounds; or
- c. is designed to transport 16 or more passengers, including the driver; or
- d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

“Confirmation Test” means a second test conducted after an initial alcohol or drug test to determine the presence of alcohol or drug metabolites in an employee’s system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

“Controlled Substance” means the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

“Screening Test” (initial test) means the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

“Commercial Driver’s License” (CDL) means a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

“Medical Review Officer” (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional” (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

“Safety Sensitive Functions Relating to the Operation of Commercial Motor Vehicles” means all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

- 1. waiting to be dispatched, unless the driver has been relieved from duty;
- 2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

a. Performance of Safety Sensitive Functions.

An employee is prohibited from performing any safety sensitive functions and from engaging in any work-related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post-accident testing as specified in this policy.

b. Unauthorized Use and/or Possession of a Controlled Substance.

An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription or other lawful authorization, it is the employee's duty to inform the doctor that they perform safety sensitive functions while at

work and to obtain from that doctor a release to perform such work while taking or using the substance. The employee is prohibited from using the prescribed or authorized substances other than in the amount and manner prescribed or authorized and is prohibited from performing work when under the influence of any substance that impairs their ability to work safely.

c. *Notification of Side Effects of Prescribed Controlled Substance.*

Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work-related activity.

d. *Unauthorized Possession of Alcohol on Duty.*

An employee is prohibited from the unauthorized possession of alcohol while on duty.

e. *Requirements for Employee to Notify of Violation/Conviction.*

Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.

f. *Consequences of Testing Positive.*

An employee testing positive on an alcohol and/or controlled substance test will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment subject to applicable law. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test, at the employee's expense.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination subject to applicable law.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

a. Testing

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return-to-work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least one-hundred and twenty (120) days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel and police officers who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to involve a police officer, who shall complete the appropriate required documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled

substance testing. The City will document the reasons for not promptly conducting the required tests.

3. *Post-Accident Testing*

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require delay of medical attention or other assistance necessary in responding to the accident.

4. *Random Testing*

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. *Return to Duty Testing*

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse, at the employee's expense. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. *Follow-Up Testing*

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, at the employee's expense. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date, at the employee's expense.

7. Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

b. Failure to Test

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

c. Testing Procedures and Results

1. Alcohol

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath and shall be conducted under the supervision of a police officer. An initial screening test will be conducted. Any result that is less than 0.02

alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity and the employee shall not be permitted to resume work, if at all, until the employee is: (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test. All costs associated with evaluation by a SAP, a rehabilitation contract and applicable testing shall be paid by the employee.

2. *Controlled Substances*

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two-stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is an alternative medical explanation for the test result. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYEE ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol abuse. All costs associated with evaluation by a SAP and employee assistance in resolving problems associated with the controlled substance or alcohol abuse shall be paid by the employee.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic (alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. Omnibus Transportation Employee Testing Act of 1991
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.



CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL

February 10, 2020

Ordinance #

Mark C. Perkins
City Administrator

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INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. Employment with the City is "at will" unless otherwise provided by written contract; however, employees may not be discharged for unlawful reasons. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

In addition to this policy manual, the City and its employees are subject to all applicable state and federal laws, as well as the City's Charter, ordinances, regulations and policies.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	N/A	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001

Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011
	Section 8.9	Overtime Exemptions	
	Section 10	Holiday and Holiday Pay	
	Section 11.10	Military Leave	
	Section 15.10	Medical Benefit Reimbursement	
Ordinance 5252	Section 5.8	Calculation of Pay Rates	6/11/2012
	Section 6.2	Equal Opportunity	
	Section 6.3	Nepotism	
	Section 11.10	Military Leave	
	Section 16.5	Harassment	
Ordinance 5384		Comprehensive Update	8/11/2014
Ordinance 5443	Section 2	Definitions	10/26/2015
	Section 3.3	Personnel Appeals Board	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.7	Family Leave	
	Section 11.10	Military Leave	
	Section 11.14.2	Unpaid Leave Exceeding 16 Calendar Days	
	Section 13	Personnel Disciplinary Appeals	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 15.10	Medical Benefit Reimbursement	
	Section 17.8	Rehabilitation	
	Section 18.5	Alcohol & Controlled Substances Prohibition	
	Section 18.6	Controlled Substance and Alcohol Testing Provisions	
	Section 18.7	Employee Assessment	
Ordinance 5475	Section 3.9	Interpretation	5/23/2016

Ordinance 5545	Section 8.5	Overtime	9/25/2017
	Section 8.9	Positions Exempt from Overtime	
	Section 16.5	Policy Against Harassment	
	Section 16.9	Payroll Deductions	
	Section 2	Definitions	
	Section 3.7	Management Rights	
	Section 4.4	Reclassification	
	Section 4.5	Maintenance of the Plan	
	Section 5.7	Longevity Pay	
	Section 6.2	Equal Opportunity	
	Section 6.5	Personal Conduct	
	Section 7.6	Re-Employment of a Former City Employee	
	Section 8.5.2	Compensatory Time	
	Section 8.9	Positions Exempt from Overtime	
	Section 9.2	Resignation	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.4.5	Sick Leave and Medical Leave – Notice	
	Section 11.4.5.5	Proof of Illness – Sick Leave	
	Section 11.7.3	Family Leave – Notice	
	Section 11.10.3.i	Extended Active Duty Leave	
	Section 11.10.6.a	Reinstatement	
	Section 11.14.2	Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days	
	Section 12.4	Grounds for Disciplinary Action	
	Section 14.3	Exclusions	
	Section 14.4.c	Procedure to Resolve Complaints	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 16.4	Ethical Conduct	
	Section 17.5	Pre-Employment Screening	
Ordinance 5567	Section 11.3.4	Pay In Lieu of Vacation	2/12/2018
Ordinance 5594	Section 2	Definitions	6/25/2018
Ordinance 5644	Section 5.4.3	Transfers	7/1/2019
	Section 5.9	Calculation of Pay Rates	
	Section 8.5.2	Compensatory Time	
	Section 8.7	Punctuality and Attendance	
	Section 9.2	Resignation	
	Section 9.6	Repayment of Educational Benefits	
	Section 9.8	Order of Layoff and Recall	
	Section 10.3	Holiday on a Scheduled Workday	
	Section 10.5	Holiday Bonus Pay and Overtime	
	Section 10.6	Personal Holiday	
	Section 11	Leave System	
	Section 15	Fringe Benefits	
	Section 16.5	Policy Against Harassment	
	Section 18.6.a.1	Pre-Employment Testing	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.2.3.e	Vacation Administration	

	Section 11.3.5	Scheduling Vacation	
	Section 11.4.13	Return to Work	
	Section 11.6.1	Job-Related Injury	
	Section 11.6.2	Non Job-Related Injury	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.10.4	Notice of Leave Request and Orders	
	Section 17	Policy Against Substance Abuse	
	Section 18	Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles	
Ordinance 5659	Section 11.1	Leave System Policy and Definitions	9/23/2019
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.5	Occupational Injury or Illness Leave	
	Section 11.6	Restricted Work	
	Section 11.7	Family and Medical Leave	
	Section 15.9	Use of Automobiles	
Ordinance ????	Section 10.5	Holiday Bonus Pay and Overtime	2/10/2020
	Section 11.1	Policy	
	Section 11.1.2	Definitions	
	Section 11.3.4	Pay In Lieu	
	Section 11.4.3	Charging Sick Leave	
	Section 11.14.1	Paid Leave	
	Section 15.6	Tuition Reimbursement Program	

SECTION 2 DEFINITIONS

“Acting” means serving temporarily in a position with all the authority, responsibility and duties of that position.

“Appointment” means the employment of an individual by the City Administrator.

“City” means the municipal corporation of Creve Coeur, Missouri.

“Commissioned Employee” means (see sworn employee defined below).

“Compensation” means either monetary payment or compensatory time in lieu thereof.

“Department Head” means the employee appointed to administer a Department of the City, including Administration, Community Development, Finance, Police, Public Works, Recreation, and the City Clerk's Office.

“Employee” means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees, and elected officials.

“Full-Time Employee” means person duly employed by the City in a position for which employment with the City is at least thirty-five (35) hours per seven-day work period, provided; however, as of January 1, 2014 for purposes of determining eligibility for health insurance benefits a person duly employed by the City who averages thirty (30) hours per seven (7)-day work period from June 1 to May 31 as determined in compliance with applicable law as a twelve (12) month standard measurement period (or in the case of a new hire, is expected to), shall be considered full-time. For police department commissioned employees, hours per seven-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Management” means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

“Nepotism” means the practice of hiring relatives, as prohibited by law and herein.

“Part-Time Employee” means a person employed by the City who works an average of less than thirty-five (35) hours per seven (7)-day work period (except for purposes of determining eligibility for health insurance benefits, see definition of Full-Time Employee). For police department commissioned employees, hours per seven (7)-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Overtime” means time worked in excess of the employee’s daily work schedule, approved by the Department Head, which is of a benefit to the operations of the City, including at a minimum the number of hours worked in excess of forty (40) per work week. For police department commissioned employees, hours per work week shall be calculated based on a twenty-eight (28)-day cycle.

“Personnel Officer” means the Assistant City Administrator.

“Regular Employee” means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a monthly basis.

“Seasonal Employee” means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be continued uninterrupted from year to year. The duration is determined by the Department Head. Also a temporary employee.

“Supervisor” means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division).

“Sworn Employee” means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS BOARD

There is a Personnel Appeals Board established in Sections 130.020, 130.030, and 130.040 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Appeals Board are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and City of Creve Coeur Personnel Policy and Procedures Manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City except the City Administrator and City Clerk.

3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of the disciplinary appeals process, leave, holidays and other city employee fringe benefits. All employees may utilize the grievance procedure.

Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, holidays, nor the exercise of the disciplinary appeals procedure.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall subject to applicable law:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator or designees shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. Hours of work/work schedules;
- b. Pay plan and pay periods;
- c. Performance appraisal systems;
- d. Personnel records and reports;
- e. Temporary work assignments and transfers;
- f. Use of city vehicles and mileage reimbursement;
- g. Outside employment;

- h. Seniority and impact of seniority;
- i. Safety procedures;
- j. Job related injury procedures;
- k. Other related internal administrative personnel matters.

3.9 INTERPRETATION

Where required by the context hereof, singular words and pronouns shall be construed as plural, plural words and pronouns shall be construed as singular, and personal pronouns shall be construed as referring to all persons without regard to gender.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected by the Personnel Officer or suggested by the Department Head.

upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the pay shall be adjusted below the maximum of the new grade but not by more than ten percent (10%) of the current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Office. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the

Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. *Promotions*

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. *Demotions*

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. An employee being demoted due to poor performance or employee choice will receive the lesser of a maximum ten percent (10%) reduction in pay or the reduction which adjusts the employee's pay to the new pay range maximum. The City will adjust the pay of an employee who is demoted solely due to organizational change as provided in Section 4.4.

3. *Transfers*

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range. When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full pay periods the employee has worked since the employee's probation-completion merit increase date, if any.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. Current eligibility for longevity pay shall be based on the last date of hire and not total time of service with the City. There is a parallel longevity provision in the City's closed defined benefit pension plan.

5.8 PERFORMANCE MANAGEMENT

1. *Frequency of Reviews*

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at six (6) months and at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the discretion of the Department Head or at the request of the Personnel Officer. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. *Annual Performance Cycle*

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. *Performance Reviews and Coaching*

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. *Completion of the Performance Cycle*

The supervisor shall provide non-probationary employees with copies of the self-appraisal form by April 20 of each year. The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1. The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy shall be provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

5.9 CALCULATION OF PAY RATES

For salaried employees, when it is necessary to calculate an effective hourly or daily pay rate for purposes of administration of benefits (i.e. overtime), unless expressly provided otherwise in this manual (i.e. Section 11.3.4 pay-in-lieu of vacation), the City generally uses an assumed 80-hour semi-monthly pay period, but for police department commissioned employees the City will use a 28-day cycle.

5.10 DIRECT DEPOSIT

All employees that are expected to be employed for longer than three months are required to participate in the City's Payroll Direct Deposit program as a condition of employment. Employees are allowed to select the financial institution(s) that will receive the direct deposits. The City Administrator may temporarily or permanently waive required participation for an employee, for good cause as determined in his discretion.

Employees must complete the City's Direct Deposit authorization form. This form authorizes deposits as well as adjustments (withdrawals) to correct for any overpayment or error. Direct deposits will be subject to all applicable banking and clearinghouse rules and laws.

An employee that does not wish to direct deposit to a checking or savings account may select the option of depositing to a payroll card account at the financial institution(s) selected by the City for such purpose. Such employee must complete the applicable additional forms and comply with the financial institution's fees and terms.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as otherwise provided by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of age, race, color, marital or familial status, national origin, ancestry, political affiliation, religion, sex, gender, gender identity, sexual orientation, genetic information, disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel Officer, whether to facilitate continued work or return to work.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

No person seeking employment or promotion shall, either directly or indirectly, give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with an employment test, appointment, proposed appointment, promotion or proposed promotion, except for bona fide test preparation service fees.

Pursuant to 41.1005 RSMo, no member of the United States Coast Guard Auxiliary shall be discharged from employment because of being a member of the United States Coast Guard Auxiliary or holding any office, position, or appointment under the United States Coast Guard Auxiliary, nor otherwise discriminated against or dissuaded from joining or continuing such person's service in the United States Coast Guard Auxiliary by threat or injury to such person in respect to such person's employment, or of any other rights or benefits to which the employee would otherwise be entitled.

Likewise the City shall not discriminate against veterans or members of the US Armed Forces or National Guard.

6.3 NEPOTISM

The following definitions apply to this policy:

“Affinity” means related by marriage or having a relationship by marriage.

“Consanguinity (eous)” means of the same blood or descended from the same ancestor.

“Nepotism” means the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, it shall be the City's policy that no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity by the City.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed full-time in the same department. Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:	
1st degree of relatives	Spouse, children & parents
2nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grandnephews & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part-time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

6.5 PERSONAL CONDUCT

Whether during working hours or outside of working hours, conduct can reflect upon suitability and qualification for employment. Professional and courteous behavior is required at all times during working hours. (See also Section 16.6). Any illegal conduct or other conduct at any time that demonstrates an inability to fulfill assigned duties or an inability to work with other employees can result in discipline and/or termination. Employees retain all constitutional and legal rights, which include the right to discuss the terms and conditions of employment and complain about illegal activity. Employees are not authorized to use their position or City logos, insignia, uniforms, or similar items to convey the impression they are acting for the City, except in connection with performance of assigned duties.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. He shall certify qualified applicants to Department Heads for interview and recommendation. The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable for employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator, an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, all legally mandated inquiries, and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

- Written examinations
- Performance evaluations
- Medical examinations
- Substance abuse screening
- Psychological evaluations/intelligence tests
- Background investigations
- Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department. Any such transfer has to be approved by the receiving Department Head.

An employee working in his first probationary period is not eligible to request an inter-department transfer.

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Retirement benefits from past service may be reinstated in accordance with the provisions of the applicable retirement plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work. A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above. A former employee may be rehired to fill temporary positions without re-screening, subject to meeting legally mandated eligibility requirements.

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service. The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration. A probationary employee is not eligible for promotion. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).

3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material fact on the application in violation of the certificate made by the applicant on the application form.
5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
7. The applicant has presented an application and has failed to sign the application form.
8. The applicant requests such an action.
9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri and federal record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri and federal record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until the employee is notified, in writing, by the City Administrator that he has been released from probationary status. Such

notice shall not be unreasonably withheld and within ten (10) days following the one year anniversary date of the employee such notice shall be issued or the probationary period shall be extended.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee serving his first probationary period is eligible for sick and vacation benefits upon the Department Head's determination that the employee has successfully completed the first six months of probation. (Sections 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits he had at the time of the promotion or transfer are not lost while he serves the probationary period.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice. An employee terminated during his initial probationary period cannot appeal such action.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department Head with the approval of the City Administrator shall determine appropriate hours of work. Full-time employees will generally be scheduled to work 40 hours in a seven day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental time-keeping practices. All department heads, or designees, shall keep attendance records of employees which shall be reported to the Finance Department on the form and on the dates specified. Employees must identify any perceived error in attendance records within seven days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. Overtime Compensation

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and efficient operations, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum. The rate of overtime compensation for employees shall be as follows:

OVERTIME RATES:

	<u>1-1/2 Times Normal Pay</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE	Street Maintenance	Golf Course**	See Section 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of Municipal Property		
	Office Clerical*		
	Commissioned Police Officers		
	Ice Arena		
	Golf Course**		

**Clerical staff are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.*

***Non-exempt Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B)). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond forty-four (44) hours in a week (Monday through Sunday), and shall receive straight time for time worked up to forty-four (44) hours in a week (Monday through Sunday).*

2. Compensatory Time

An employee may elect to earn compensatory time at the rate of 1-1/2 his normal hourly rate for any overtime hours worked. The use of compensatory time is subject to the approval of the Department Head. Commissioned employees shall accrue no more than eighty (80) hours of compensatory time. All other City employees shall accrue no more than forty (40) hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of his compensatory time at his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For weekday meetings which start on or after 6:00 pm and Saturday meetings, if the meeting lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, he is either to notify his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probation, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in fifteen (15)-minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. *Supervisory Premium Pay*

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends beyond a pay period, it shall be considered a change to base pay. Otherwise, such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. *Field Training Officer Premium Pay*

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

City Administrator
 Assistant City Administrator
 Assistant to the City Administrator
 Public Information Officer & Management Analyst
 Human Resources Generalist
 Director of Finance
 Finance Manager/Accountant
 Information Systems Manager
 Information Systems Coordinator
 Director of Public Works
 City Engineer
 Civil Engineer
 Operations Superintendent
 Director of Community Development
 City Planner
 Chief Building Official
 Police Chief
 Police Captain
 Police Lieutenant
 Police Administrative Sergeant
 Director of Recreation/Ice Arena Manager
 Assistant Recreation Director
 Golf Maintenance Superintendent
 City Clerk
 City Attorney*
 Municipal Judge*
 Prosecuting Attorney*

**Independent contractors*

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if he feels the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten (10) scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance, and to the LAGERS board if a participant in that plan, at least thirty (30) calendar days (and not more than ninety (90) days) prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit. (70.645RSMo)

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment, taking into account reasonable accommodations that do not create an undue hardship for the City. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

An employee unable to perform the essential job functions of his position due to a disability, taking into account reasonable accommodations that do not create an undue hardship for the City, may be transferred or demoted to a position for which he is able to perform the essential job functions and shall

be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous two (2) years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure. Employees laid off shall be placed on a priority recall list for a maximum of one-hundred and eighty (180) calendar days. Employees separated because of layoff shall be given at least two weeks' prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual.

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King National Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

**May be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.*

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees other than police employees as specified in Sections 10.4 and 10.5 who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King National Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus will be paid for each holiday as part of the pay for the period in which the holiday occurs; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel are eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on such holiday and, if scheduled, must work the holiday unless the absence was approved by the Chief of Police in advance of the holiday. Employees absent from scheduled work on a holiday due to unscheduled leave or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels, he shall be compensated with overtime pay at the rate of one and one-half (1-1/2) times the normal pay for the overtime hours worked.

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter eight (8) hours off with pay as a personal holiday. The time is to be taken at the election of the employee, subject to the approval of his Department Head. The

employee is eligible to receive eight (8) hours of personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs . Up to forty (40) hours of unused personal holidays may be carried over from one calendar year to the next.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. *Policy*

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each employee must submit requests for leave in the City's time keeping system, or when applicable in writing. Department Head shall review appropriate records of all leaves requested and granted for the department's employees. The Department Head, shall approve the necessary information in the City's time keeping system,.

Notwithstanding the foregoing, FMLA leave will be handled in accordance with section 11.7 Family and Medical Leave. In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. *Definitions*

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of eighteen (18) years, or who is eighteen (18) years or older to the extent the person is incapable of caring for themselves due to mental or physical disability.

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"FMLA" means the Family and Medical Leave Act or leave permitted under the Family and Medical Leave Act.

“Jury Leave” means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

“Leave of Absence” means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

“Medical Leave” means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

“Occupational Injury or Illness Leave” means paid leave granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

“Parent” means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

“Sick Leave” means paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers.

“Spouse” means only the legally recognized marital partner of the employee.

“Unscheduled Leave” means the employee did not obtain the required verbal or written approval from the supervisor or Department Head by close of business on the employee's regular scheduled workday prior to the absence.

“Vacation” means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. Policy

Vacation is paid leave granted to an employee to provide a period of recreation and change from day to day routine in order that they may be better able to meet the obligations of their work.

2. Vacation Administration

- a. A full time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay in Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

YEARS OF SERVICE	PERMITTED TOTAL CARRY OVER
1 to 4 yrs. (80 hours annual accrual)	120 hours
5 to 9 yrs. (120 hours annual accrual)	160 hours
10 to 19 yrs. (160 hours annual accrual)	200 hours
20 yrs. or more (200 hours annual accrual)	240 hours

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that new employees terminated before successfully completing the first six months of their probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any

other properly designated individual. Payment in lieu of vacation under this paragraph is calculated using an assumed 80-hour semi-monthly pay period.

- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.
- e. An employee that uses two (2) or fewer days of accrued Sick Leave in a calendar year shall be granted an additional eight (8) hours of Vacation in the following year. A day of sick leave shall be determined by the regularly scheduled hours of work per day of employee.

3. Eligibility for Vacation

Any full-time employee serving the first probationary period and who observes the six month service anniversary shall thereafter be eligible to utilize accrued Vacation upon the Department Head's determination that the employee has successfully completed the first six months of probation.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.34 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 5.00 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.67 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 8.34 hours per full pay period worked.

Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding seven (7) consecutive calendar days of unpaid leave will cease to accrue Vacation for the duration of unpaid leave.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed 160 hours per year or 6.67 hours per pay period

work. In such event there will not be an increase until the amount prescribed in the above schedule exceeds the initial negotiated amount.

4. *Pay in Lieu of Vacation*

Pay in lieu of vacation is bonus pay permitted for a city fiscal year maximum of eighty (80) hours, or such different maximum as may be established in annual budget appropriations. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his/her total vacation balance to fewer than eighty (80) hours on the date on which payment of pay-in-lieu of vacation is made.

Requests for pay in lieu of vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by May 15 of the current fiscal year or other deadline as established by the City Administrator, may receive pay in lieu of vacation during the current city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay in lieu of vacation shall be made during the last pay period of the current fiscal year in which the request is timely made.
- c. Pay in lieu of vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each day of paid-in-lieu-of-vacation shall be equal to eight (8) hours of pay at the employee's average hourly wage for a pay period. Hourly rate shall be calculated by dividing base annual salary by total regular annual hours scheduled.

5. *Scheduling Vacation*

Requests to schedule vacation shall be subject to approval by the Department Head, to assure adequate staffing. An employee who has commenced a scheduled vacation may not substitute sick leave or other forms of leave for any part of such scheduled vacation, except as otherwise approved by the Department Head in their discretion in extreme circumstances such as an injury or illness resulting in hospitalization.

11.4 SICK LEAVE

1. *Policy*

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers, and in certain other limited circumstances set forth below. It is meant to be a protection in case of need only.

Sick leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.
- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time. When this is impossible, Sick Leave time may be used with the advance permission of the Department Head.
- c. Pregnancy, childbirth and recuperation shall be treated as any other medical condition.
- d. To provide care due to illness or injury to a member of the employee's household or immediate family, or for bonding within six months following the birth or adoption of a child, up to a maximum combined total of 120 hours in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.
- e. *Other Parental Leave* - Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

2. Sick Leave Administration

- a. *Eligibility*
 - i. An employee serving the first probationary period and who observes the six-month service anniversary is eligible to utilize Sick Leave that has accrued to date upon the Department Head's determination that the employee has successfully completed the first six months of probation.
 - ii. Each full-time employee shall accrue four (4) hours of Sick Leave for each full pay period of full-time service rendered to the City. Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-

time employee exceeding seven (7) consecutive calendar days of unpaid leave will cease to accrue Sick Leave for the duration of unpaid leave.

However, in no event shall any employee accrue more than one-thousand and fifty-six (1056) hours of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. *Charging of Sick Leave*

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility.

4. *Notice Required*

Thirty days advance notice by the employee of the intent to utilize Sick Leave is required if the need for leave is foreseeable, including the extent known of the leave when known. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration. When utilizing Sick Leave only (and not also FMLA), the employee is responsible for providing notice to their Supervisor before work or within the first hour of the employee's normal workday on each day of absence, to the extent practicable. Failure to provide timely notice may be cause for denial of Sick Leave Pay for the period of time and result in discipline including termination.

5. *Proof of Illness – Sick Leave*

When an employee is utilizing Sick Leave only (and not also FMLA), after the fourth consecutive day of sick leave, they shall provide proof of illness for the employee or his/her immediate family member as defined in the policy to their Department head or designated assignee. Failure to provide such proof of illness shall result in forfeiture of Sick Leave Pay and may result in discipline including termination.

6. *Sick Leave Absence Reports Required*

Sick Leave absence reports shall be completed on the first day of leave by the Department Head. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

7. False Claims

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

8. Leave Without Justification

If it is determined that the illness or disability for which Sick Leave, FMLA, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

9. Donation to Sick Leave Bank

Any full-time employee who has completed one year of service and is no longer in probationary status, who is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights, may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of seven-hundred and twenty (720) hours following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

10. Status of Benefits While on Sick Leave

See section 11.14 for an explanation of benefit status regarding Sick Leave.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. Policy

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City

is that the state workers compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. Compensation

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay pursuant to this section 11.5 which is the full-time employee's regular compensation less any amount paid to the employee by the state workers compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall ensure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. Duration of Leave

The maximum duration of Occupational Injury and Illness leave shall be 90 calendar days per injury. During this 90 calendar day period utilization of paid Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician, provided, however, if the employee is only allowed to return to restricted duty work and then needs to return to Occupational Injury and Illness Leave due to unavailability of such work or expiration of the time allowed for such work under this manual, they may use any balance remaining of the 90 calendar day Occupational Injury and Illness Leave period;
- c. the elapse of 90 calendar days of utilized Occupational Injury and Illness Leave;
- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;

- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. *Options Upon Expiration of Occupational Injury Leave*

- a. Utilization of Sick Leave, Medical Leave and Vacation benefits: after the expiration of the Occupational Injury and Illness Leave, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation, Personal Leave and Compensatory Leave sections of this policy. Any available paid leave must be used.
- b. Leave of absence: once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the State Workers Compensation Division the employee will be placed on leave of absence unless and until other circumstances cause the City to layoff or terminate the employee.
- c. Pay: once paid leave benefits are exhausted, the employee shall only receive state-mandated workers compensation earnings.

5. *Authorization to Return to Work*

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6 for return to work with restrictions).

11.6 RESTRICTED WORK

1. *Job-Related Injury*

Employees sustaining job-related injuries should apply to return to work as soon as possible when medically permissible. The employee should notify their supervisor as soon as possible of an ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining the restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty

status subject to subsection 4. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. *Non Job-Related Injury*

Employees seeking to return to work after non-job-related injury or illness may be allowed to return to work on restricted work status, subject to subsection 4. The employee shall notify their supervisor of their ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining work restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. *Physical Activities*

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

4. *Duration of Restricted Work*

Restricted duty assignments are temporary and shall be limited to 180 calendar days per injury, illness or medical condition and shall conclude as soon as medically permissible. Restricted duty assignments will be assigned based upon availability of work and the employee's skills, knowledge and ability. Such assignments are meant to cover a period of recovery. If an employee needs a more permanent arrangement due to long-term disability, they should advise their supervisor that reasonable accommodations should be considered in accordance with the ADA for either their prior job or another open position for which they seek assignment (see section 9.3).

11.7 FAMILY AND MEDICAL LEAVE

1. *Policy*

Family and Medical Leave (FMLA) is a federally-mandated benefit which grants eligible employees up to twelve (12) weeks of unpaid leave during a calendar year for:

- a. serious illness of the employee, their spouse, child or parent.
- b. the birth of a son or daughter of the employee;

- c. the placement of a son or daughter with the employee for adoption or foster care;
- d. incapacity due to pregnancy, prenatal medical, or childbirth.

2. Eligibility

FMLA is available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven (7) years prior to the leave and who have worked a minimum of 1250 hours during the twelve months immediately preceding the leave.

The available time allowed under FMLA is 12 weeks in a calendar year. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a 28-day period for police department commissioned employees.

In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave for their own medical conditions, less any Family Leave taken by them individually.

3. Notice of Intent to Utilize FMLA Required

- a. A thirty (30)-day notice by the employee of the intent to utilize FMLA is required if the need for leave is foreseeable. If the event is to begin in less than thirty (30) days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration.
- b. Approval must be obtained from the City Administrator prior to the granting of FMLA, in accordance with applicable law.

4. FMLA To Run Concurrent with Applicable Paid Leave

An employee shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

5. Medical Certificate Required

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when FMLA applies. The employee must obtain the

required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

6. *Second and Third Opinion of Condition*

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

7. *Status of Benefits While on FMLA*

See section 11.14 for an explanation of benefit status regarding FMLA.

8. *Return to Work*

Upon returning to work on or before the expiration of FMLA, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

9. *Maternity*

An employee shall be allowed reasonable unpaid break time to express breast milk for her nursing child after the child's birth each time such employee has need to do so, in a place other than a bathroom that is shielded from view and free from intrusion.

10. *Other Parental Leave*

Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

11.8 FUNERAL LEAVE

In the event of the death of an immediate family member, a full-time employee may be granted up to three (3) eight (8)-hour workdays of paid leave to attend the funeral of that family member. The amount of time granted will be based upon the recommendation of the Department Head and will take into account such factors as travel and day of the week on which the funeral is held. The purpose of this leave is for funeral attendance and related memorial services. Immediate family, for the purpose of this section, is defined as spouse, child, grandchild, brother, sister, parent, or their functional equivalent; father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent of the employee, or relative whose place of residence was in the employee's home. Funeral leave and sick leave are separate and distinct. An employee's use of funeral leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. Temporary Annual Training Periods

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed one-hundred and twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one-hundred (120) hours (RSMo 105.270; 38 USC 4301 et seq).

2. Emergency Active Duty

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve

component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one-hundred (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMo 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one-hundred and twenty (120) hours (RSMo 105.270, 38 USC 4301 et seq).

3. *Extended Active Duty Leave*

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMo 41.942).
- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one-hundred and twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed a probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the

employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan. For police department commissioned employees, such semi-monthly pay shall be determined using a twenty-eight (28)-day month.

- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.

- e. The following authorized military operations are covered by this policy:

Operation Iraqi Freedom
 Operation Enduring Freedom
 Operation Joint Forge
 Operation Noble Eagle
 Operations Desert Falcon and Desert Focus
 Operation Intrinsic Action
 Operation Joint Guardian
 Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military status becomes effective or following one-hundred and twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify

to receive military differential pay as described in subsection three (3) subparagraph c until up to one-hundred and twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMo 105.270.4).

- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
- i. City and State retirement plans are subject to 38 USC 4318.

3.5 Limit on Total Paid Military Leave

Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined one-hundred and twenty (120) hours in a federal fiscal year (October 1 – September 30).

4. Notice of Leave Request and Orders

The employee or an appropriate military officer shall provide as much advance notice of a leave request as practicable under the circumstances and to the extent possible shall provide the approximate beginning and ending dates of the period of such military service. A copy of orders should be provided as soon as practicable, if not already submitted with a request for annual, emergency, or extended active duty military leave. To substantiate any payment of salary is made covering the period of leave, as soon as practicable the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order (RSMo 105.270.2).

5. Other Leave During Military Leave

An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of one-hundred and

twenty (120) hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).

6. Reinstatement

- a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, or who is a member of state military force or national guard ordered or called to active duty by the governor of that state, or a member of any reserve component of the U.S. armed forces, having given advance notice of such service or being excused by law from providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e), 40.490RSMo):
 - Less than thirty-one (31) days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
 - Thirty-one (31) to one-hundred and eighty (180) days service: The employee must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - One-hundred and eighty-one (181) days of service or more: The employee must apply for reemployment no later than ninety (90) days after completion of military service.
 - Service-connected injury or illness: Reporting or application deadlines are extended for up to two (2) years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City

pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. *Military Caregiver Leave*

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave (or such other period as may be required by applicable law) and who have worked a minimum of one-thousand and two-hundred and fifty (1250) hours during the twelve (12) months immediately preceding the leave and who are immediate family members or next of kin (i.e., closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty (including aggravation of preexisting injury or illness). A covered service member is an active member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list, or a military member discharged or released under conditions other than dishonorable at any time during the five (5)-year period before commencement of leave who needs care due to undergoing medical treatment, recuperation, or therapy for such a serious injury or illness. Eligible employees are allowed up to twenty-six (26) workweeks of unpaid leave in a single twelve (12)-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable twelve (12)-month period for a single employee. The twenty-six (26) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Appropriate certification is required.

8. *Qualifying Exigency Leave*

Employees may receive up to twelve (12) weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave and who have worked a minimum of one-thousand and two-hundred fifty (1250) hours during the twelve (12) months immediately preceding the leave. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed twelve (12) workweeks per calendar year for a single employee. Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven (7) days of notice) for a period of seven (7) days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Certain parental care for military member's parent who is incapable of self-care when care necessitated by the member's covered active duty, such as arranging for alternative care, providing immediate care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;
- Taking up to one-hundred and twenty (120) hours of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the

termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

9. *United States Coast Guard Auxiliary Leave*

Pursuant to 41.1005 RSMo, any employee who is or may become a member of the United States Coast Guard Auxiliary shall be granted a leave of absence from their respective duties, without loss of time, regular leave, or of any other rights or benefits to which the employee would otherwise be entitled, for periods during which the employee is engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the Director of Auxiliary (DIRAUX) or other appropriate United States Coast Guard authority. Leave for such service shall be for no more than fifteen working days in any calendar year, or without regard to the length of time when responding to a state or nationally declared emergency in the state of Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The City shall not be obligated to pay a salary to the employee during this leave of absence. The City shall have the right to request that the employee be exempted from responding to a specific mission.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed sixty (60) days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sections 11.4 and 11.7). A leave of more than sixty (60) days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. *Paid Leave*

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave, however, exceptions may apply for holiday bonus pay (see Section 10.5).

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. *Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days*

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding seven (7) consecutive calendar days shall not accrue Sick Leave, or Vacation, or paid for holidays. Employer contributions under City retirement plans will cease during unpaid leave, unless otherwise provided in the plan documents.

Unless otherwise provided for in this policy, an employee exceeding seven (7) consecutive calendar days of unpaid leave shall be required to pay the entire cost of continuing employee benefits, including, but not limited to, health, dental, life and other insurances and fringe benefits throughout the remaining duration of the unpaid leave. Employee payments for such insurances and benefits are due on the same day as equivalent paycheck deductions for other employees. An employee on unpaid leave has a thirty (30)-day grace period in which to make premium payments. If payment(s) are not received by the City Finance Department within the grace period, group health, dental, life and other insurances

and fringe benefits may be cancelled, provided the City will notify the employee in writing at least fifteen (15) days before the date that coverage(s) will lapse. Any amounts that have not been paid for coverage prior to such lapse shall remain due and owing from the employee.

3. Occupational Injury/Illness Leave

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation Leave Pay or receive Pay in Lieu of Vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. Family and Medical Leave (FMLA)

During FMLA, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the leave. Benefits under City retirement plans are described in the plan documents and related statutes. The rules under subsections 1 and 2 of this section 11.14 apply.

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when

there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods not to exceed five days. The Department Head shall keep the City Administrator informed of all such investigations and decisions. The City Administrator may require additional disciplinary action.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation. The foregoing does not restrict employees from exercising their legal rights.

SECTION 13 PERSONNEL DISCIPLINARY APPEALS

13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR

- a. An employee may appeal to the City Administrator for a reconsideration and rehearing of any disciplinary action taken by a Department Head involving:

1. dismissal;
2. demotion;
3. suspension without pay for more than three (3) days.

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for appeal and all facts pertinent to the matter including any previous written communication on the issue .

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall conduct a hearing at which time the employee may present witnesses or documents to support his position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the hearing.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the hearing.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD

a. Form of Request for An Appeal

If the employee is dissatisfied with the City Administrator's decision in a disciplinary hearing involving dismissal, demotion, or suspension without pay and/or loss of compensatory time, singly or in combination, for more than three (3) days, or a Department Head or other employee is dissatisfied with the City Administrator's disciplinary action against them (unless otherwise provided by law, i.e. Section 106.273 RSMo subject to constitutional limitations) the employee may submit a request in writing for an appeal to the Personnel Appeals Board ("the Board"). Such request must be addressed to the "Personnel Appeals Board Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center

not later than seven (7) calendar days after the City Administrator issues and the employee receives a written decision.

b. Receipt of Request for An Appeal from Employee ("Appellant")

Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Board. After receipt from the City Clerk, the Chairperson of the Board shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and the Department Head.

The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required in (b 1) above, forward a copy of the request for appeal to the members of the Personnel Appeals Board and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

c. Assignment of Legal Counsel

The Chairperson may at any time request the City Council to hire legal counsel for the Board. The purpose of legal counsel is to assist the Board with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Board. The purpose of the Procedural Review Meeting is to review Board procedures for the conduct of the hearing and the preparation of the decision. The Board may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any Board member or other party to the underlying facts of a specific appeal before the Board. Further, no discussion should be held by any members of the Board concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Board. All evidence is to be presented at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Board, the Personnel Appeals Board shall conduct a reconsideration and rehearing in accordance with the provisions of Chapter 536 RSMo and the City of Creve Coeur Personnel Policy and Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required.

a. Notification of Hearing Date

The Chairperson of the Board shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo, a minimum of a ten (10)-day notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

b. Board Hearing Procedure

1. Consistent with Chapter 536 RSMo, the hearing shall be conducted in the manner most conducive to determination of the truth and the Board shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -- hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Board's decision is to be supported by substantial evidence on the whole record. Decisions made by the Board shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Board, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Meetings of the Personnel Appeals Board shall be determined to be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri unless the employee requests the meeting remain open and the Board approves that request. Notice of the meeting must be posted in conformance with the above stated policy. The meeting is to be opened as a public meeting and the Board shall take a vote before closing the meeting for the hearing. The minutes shall reflect this action.
3. The Board shall determine the relevancy, weight and credibility of testimony and evidence. The Board shall base its findings on the preponderance of evidence.

4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Board may ask questions relevant to the matter after each witness testifies.
5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the meeting room until called by the Board to testify.
6. Both the City and the appellant may be represented by legal counsel.
7. The Board may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe the meeting and to give an oath to witnesses giving testimony. A city staff member shall keep minutes of the proceedings.
9. The Board reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Board shall announce, during the hearing, that the hearing is recessed to a specific time and date. No additional posting of the reconvened hearing is required.
10. The Board shall meet in closed session to deliberate and to come to a decision concerning the matter. A majority of the Board members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
11. Decisions of the Board shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement of the findings on which the Board based its decision. The decision shall set forth the charges, if any, the Board finds to be sustained and the reasons therefore. A copy of the written decision shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator. The decision of the Personnel Appeals Board shall be final and binding on the City.

c. Procedures to be followed in accordance with Chapter 536 RSMo

1. All witnesses giving oral testimony shall be sworn.
2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any

witness regardless of which party first called him to testify, and to rebut the evidence against him.

3. A party who does not testify in his own behalf may be called and examined as if under cross-examination.
4. The Board shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Board. The City will pay transcription costs. Minutes of the hearing will be kept for the Board's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Board shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Board's decision, the Board is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Board, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e. proving or tending to prove the point) shall be considered by the Board along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof cannot be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Board to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit at the hearing. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to ensure fair and just treatment of employee concerns; to foster good communications between personnel to ensure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A **“grievance”** is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official recording of the conference.
- d. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions under the applicable City retirement plan(s)¹, the employee may elect to retire and receive applicable benefits.

¹ Under the 2006 Defined Contribution Plan: Normal Retirement Age was a age fifty-five (55); effective August 1, 2017, that plan was replaced by LAGERS statutory plan, with minimum service retirement age sixty (60) years, except fifty-five (55) years for police officers. Under the LAGERS plan, early retirement means retirement after five years of credited service and within five (5) years of minimum service retirement age, see 700.670 RSMo.

Under the City's Defined Benefit Plan (for employees hired before June 2006): Early Retirement Age means the date on which the Participant first attains age fifty (50) and has completed at least twenty (20) years of Credited Service. Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of

In addition the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

a. For the Regular, Full-Time Employee Who Works Until Normal or Unreduced Early Retirement Date (as defined in the City's Defined Benefit Plan for employees hired before June 2006), or who works until the minimum service retirement age under LAGERS (based on the plan in which the employee is a participant):

1. Employee Hired Before July 1, 2001:²

The City will pay the same percentage of the employee and dependent health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage, which is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

any month coinciding with or following the Participant's attainment of his Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

Normal Retirement Age means (a) for a Participant who is a uniformed police officer, the date the Participant attains age fifty-five (55), and (b) for any other Participant, the date the Participant attains age sixty-five (65). **Normal Retirement Date** means the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. A Participant shall be one-hundred percent (100%) vested in his Accrued Benefit upon the attainment of Normal Retirement Age.

Unreduced Early Retirement Age means the date that the sum of the Participant's age and years of Credited Service equals eighty-five (85). In determining the sum of a Participant's age and Credited Service, completed years and completed months of both age and Credited Service shall be used. **Unreduced Early Retirement Date** means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or following the Participant's attainment of his Unreduced Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

²For purposes of this section 15.3, date of hire refers to most recent date of hire for those who have had a separation of service.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end and this is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

b. For a Regular, Full-Time Employee, Who Shall Work Until Early Retirement (as defined in the City's Defined Benefit Plan for employees hired before June 2006, or the LAGERS plan (based on the plan in which the employee is a participant):

1. Employee Hired before July 1, 2001:

Such termination of work is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until the employee has reached normal or minimum retirement age (see above) or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches such normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. *Employee Hired On or After July 1, 2001:*

Such termination of work is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase an individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

c. *One-Time Re-Enrollment Option*

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, his/her dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops his/her individual insurance through group coverage with the City while otherwise eligible shall also drop all family insurance, but may re-enroll for such individual coverage (and family coverage) provided the following conditions are met: (1) the retired employee dropped individual insurance through group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for individual insurance group coverage with the City within 31 days of the date the other group coverage ends and before becoming eligible for Medicare. This opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee will be subject to the provisions of Sections (a) and (b) above, as applicable. A retired employee who continues individual coverage may make changes in family coverage in the same manner as employees.

d. *Medicare*

When a retired employee subject to Sections (a) or (b) above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's dependents who had coverage on the day before such termination shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head, the Director of Finance and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Director of Finance prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

Employees required to use their personal automobiles in the course of performing their duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements. Employees shall refrain from using substances that impair their ability to operate a motor vehicle with the highest degree of care and refrain from any activity that distracts them from operating a motor vehicle with the highest degree of care, including texting and other use of hand-held communications devices.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incentivize employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full -time

employee who qualifies to enroll in the City's health insurance plan for a portion of the cost they incur for such other coverage if the employee does not enroll in coverage with the City, or is eligible for spousal, child(ren), or family coverage, but elects to enroll in individual coverage only. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City, unless both employees do not enroll themselves and their dependents in coverage under the City's health insurance plan.

The annual reimbursement amount shall not exceed six-hundred dollars (\$600) per year per eligible employee. Employees are required to complete and submit the Medical Benefit Reimbursement Application (MBRA) to the Office of the City Administrator no later than November 15 of each year to be eligible for reimbursement.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payment shall be based on the number of months that the employee was eligible for the reimbursement over the preceding twelve (12)-month period ending on November 30 of the current year (December 1 through November 30). An employee not meeting the eligibility requirements stated above for the entire twelve (12)-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the twelve (12)-month period.

15.11 CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE

As of July 1, 2013 the City self-insures up to one-thousand one-hundred dollars (\$1,100) of the one-thousand and five-hundred dollars (\$1,500) individual deductible and up to two-thousand and two-hundred dollars (\$2,200) of the three-thousand dollars (\$3,000) family/dependent deductible in connection with employee enrollment in the City's health insurance plan. The employee is responsible for paying the first four-hundred dollars (\$400) of the individual deductible and the first eight-hundred dollars (\$800) of the family/dependent plan deductible. Claims shall be submitted in accordance with procedures established by the City Administrator's office. Employees hired before July 1, 2001 who have retired and are receiving the benefit of City payment of a percentage of premium of the City health insurance plan are also eligible to participate in the City's self-insurance of the deductible on the same terms and conditions as an active employee. The City Council may amend these provisions by resolution at any time in its discretion, and such changes may be incorporated into this policy manual.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or eight (8) hours during a given week, is required to submit a written request to his Department Head for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (130.050 and following sections). Employees should be respectful of each other's viewpoints and avoid extended political debates during working hours.

Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.

Each new employee is required to read these policies and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 POLICY AGAINST HARASSMENT

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment or any hostile, aggressive or violent conduct. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated.

1. Definitions

"Harassment" means unwelcome conduct that is based on race, color, sex or gender, gender identity, sexual orientation, religion, national origin, ancestry, disability, age, family or marital status, and/or any other characteristic protected by law as well as sexual harassment or any hostile, aggressive or violent conduct. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Employee Responsibilities

- a. No employee shall either explicitly or implicitly ridicule, mock, belittle or otherwise harass any person.

- b. Employees encountering harassment are encouraged to tell the person that their actions are unwelcome and offensive. Timely documentation of the incident is recommended.
- c. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. Supervisor's Responsibilities

- a. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- b. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- c. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. Investigation

- a. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- b. Any investigation will be conducted by the City in such a way as to maintain confidentiality to the extent practical under the circumstances.

However, employees shall not be precluded from discussing an investigation with each other unless expressly instructed to refrain from such discussions for such period of time as determined necessary by the city to protect witnesses, avert destruction of evidence, avert fraudulent testimony, or prevent cover-up.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the

harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have intentionally made a false allegation of harassment against another employee may be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request.

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those authorized by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each Department Head should report all changes in address or phone number to the Personnel Officer in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 POLICY AGAINST SUBSTANCE ABUSE

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to providing to its employees a safe and healthy work environment; and, to providing to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. Improper use, abuse and/or dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a means for the City to protect itself, and others, from the negligent or irresponsible actions of an employee who is under the influence of alcohol/drugs while working as an employee of the City. The policy requires an employee to submit to alcohol/drug testing when there is reasonable basis to suspect that they are under the influence of alcohol/drugs at the work place, and in other specified circumstances.

Additionally, as a frequent recipient of federal grants, the City is subject to the Drug-Free Workplace Act (41 USC 8101 et seq). Pursuant thereto, the City expressly states that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. This policy describes the actions the City will take in the event of any violation of this prohibition. It is a condition of each employee's employment that they must abide by the terms of this statement and must notify the Personnel Officer in writing if they are convicted of a violation of a criminal drug statute occurring in the workplace within five calendar days after the conviction.

Any employee who appears to have possession, to have consumed, or to be under the influence of alcohol shall be removed from the work place and be required to undergo testing by a police officer and, as directed by the police officer, a blood alcohol measuring device or other medically acceptable means.

Any employee who appears to be in unlawful possession of or to be under the influence of any drug, narcotic, or controlled substance, will be required to produce evidence that they possess the drug, narcotic or controlled substance lawfully (for example, proof of prescription or a qualified patient card for marijuana), will be removed from the work place, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police

officer. Any employee who is suspected of being under the influence of marijuana shall be subject to the same test result standards and related discipline as referenced in Section 18.

Violation of this policy shall be deemed misconduct and may also result in suspension or termination of employment, subject to applicable law.

The refusal to submit to any required testing is a disciplinary offense and may result in disciplinary action, up to and including termination.

The policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

Note: See Section 18 regarding drivers of commercial motor vehicles.

17.2 LEGAL DRUGS (excluding alcohol)

The use of any legally obtained drug, to the point where such use affects the employee's job performance (i.e. causes them to be "under the influence") is prohibited. No employee during work hours shall be under the influence of any drug which impairs the employee's ability to perform their job, including the use of prescribed or otherwise authorized drugs. In the event physician-approved use of drugs, including over-the-counter drugs or medical marijuana (away from the workplace), could influence job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. In the event treatment relates to disability, reasonable accommodations may be requested as discussed elsewhere in this manual, to the extent allowed by law. An employee who is lawfully using medical marijuana away from the workplace shall mitigate odors on and about their person to the extent practicable.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; or,
2. drugs that are legally obtainable but have been obtained illegally.

The illegal sale, possession, purchase, transfer, or use of drugs by employees is prohibited.

No employee shall arrive on the City's premises in possession of or under the influence of any illegal drug.

Any employee engaging in the illegal sale, purchase, transfer, possession or use of drugs is subject to disciplinary action, up to and including in termination.

17.4 ALCOHOL

1. General

Employees shall not possess or consume an alcoholic beverage, have the odor of an alcoholic beverage on or about their person, or be under the influence of an alcoholic beverage during work hours to include lunch or break periods unless authorized or approved by the City Administrator or his designee. No alcoholic beverage shall be served or consumed on city premises or in vehicles owned by the city without permission of the City Administrator or his designee. The odor of an alcoholic beverage on or about any employee or other visible effects is sufficient cause to order an employee be tested for the presence of alcohol and/or to order the employee to leave the work place. Any employee engaging in the misuse of alcoholic beverages is subject to disciplinary action.

2. *Employees - BAC*

No employee during working hours shall report for work or be on duty when he/she has a blood alcohol level of .02% or greater.

3. *Commissioned Police Officers*

Commissioned police officers shall not report for work, be on duty, or act in the capacity of police officer (to include off-duty details) when he/she has a blood alcohol level of .02% or greater.

17.5 PRE-EMPLOYMENT SCREENING

In an effort to minimize the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from employment consideration after a confirmation test has confirmed the positive results. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost. For a candidate who has lawfully consumed marijuana, a test shall be considered positive or negative in accordance with the standards referenced in Section 18.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.6 POST-HIRING TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse or whose behavior creates a reasonable suspicion (includes the odor of an alcoholic beverage on or about the person) to cause the Supervisor, based on personal observation or credible reports from others, to believe the employee may be under the influence of drugs and/or have consumed alcohol shall be escorted by the Supervisor for testing as outlined in Section 17.7.

The Supervisor shall as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the required drug/alcohol test results and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in

strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, and if applicable the odor of alcohol is no longer noticeable, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

Failure by the employee to comply with the request of the Supervisor to relinquish his/her duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol, drugs, and/or a controlled substance, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately and tested by a police officer.
- 2a. If the police officer has reason to believe the employee has consumed or is under the influence of alcohol, testing may be conducted by a certified operator of a blood alcohol measuring device certified by the State of Missouri Department of Health. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
- 2b. If a Supervisor has reason to believe the employee is under the influence of a drug, or has illegally consumed or used a drug the employee shall be tested by a police officer and if so directed by the police officer escorted by a Supervisor or police officer to a medical facility or tested in a manner approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
3. When a drug test (other than for alcohol) is required, the specimen collection shall be conducted by the medical staff in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern, in accordance with applicable law including Section 288.045 RSMo.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.

5. Proper chain of custody procedures shall be followed by the laboratory or medical facility to safeguard the integrity of the sample.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of obtaining test results. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

For provisions regarding test procedures and results, see Section 18.6c.

17.8 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be required to obtain professional assistance from a source approved by the City. Participation in a professional assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

If the employee is required to participate in a professional assistance program the successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing for a period of at least one year, at the employee's expense. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to avoid further incident once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

a. Rehabilitation Contract

If the City decides to retain an employee, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the substance abuse professional (SAP) or by a rehabilitation professional accepted by the City, at the employee's expense; and
2. the employee shall agree to refrain from any violation of the City's alcohol and substance abuse policies and to use controlled substances and alcohol consistent with the plan of rehabilitation, the City's policies and the law; and
3. the employee shall provide a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and

4. the employee shall agree to unannounced random testing for periods of time determined by the City subsequent to the employee's return to work consistent with the City's alcohol and substance abuse policies; and
5. the employee shall agree to submit to return-to-work testing demonstrating that the employee is compliant with controlled substance and/or alcohol test standards, at the employee's expense; and
6. the employee shall agree that any future violations of the substance abuse policy shall be considered as a resignation of the employee from City service without recourse.

17.9 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See Section 17.8 Rehabilitation.)

17.10 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well-being are essential to the ability of the individual to perform their job duties. Education and training efforts will be designed to assist the Supervisor with fulfilling their responsibilities under this policy.

17.11 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance Abuse Professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

18.1 PURPOSE

The purpose of the Omnibus Transportation Employee Testing Act of 1991 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This Section 18 policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All city employees are governed by the policy outlined in Section 17 of this manual, which in some instances refers to parts of this Section 18.

18.3 DEFINITIONS

“Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

“Alcohol Concentration” means the concentration of alcohol in a person’s breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

“Alcohol Use” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

“Commercial Motor Vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo) and the Act:

- a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
- b. has a gross vehicle weight rating of 26,001 or more pounds; or
- c. is designed to transport 16 or more passengers, including the driver; or
- d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

“Confirmation Test” means a second test conducted after an initial alcohol or drug test to determine the presence of alcohol or drug metabolites in an employee’s system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

“Controlled Substance” means the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

“Screening Test” (initial test) means the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

“Commercial Driver’s License” (CDL) means a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

“Medical Review Officer” (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional” (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

“Safety Sensitive Functions Relating to the Operation of Commercial Motor Vehicles” means all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

- 1. waiting to be dispatched, unless the driver has been relieved from duty;
- 2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

a. Performance of Safety Sensitive Functions.

An employee is prohibited from performing any safety sensitive functions and from engaging in any work-related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post-accident testing as specified in this policy.

b. Unauthorized Use and/or Possession of a Controlled Substance.

An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription or other lawful authorization, it is the employee's duty to inform the doctor that they perform safety sensitive functions while at

work and to obtain from that doctor a release to perform such work while taking or using the substance. The employee is prohibited from using the prescribed or authorized substances other than in the amount and manner prescribed or authorized and is prohibited from performing work when under the influence of any substance that impairs their ability to work safely.

c. Notification of Side Effects of Prescribed Controlled Substance.

Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work-related activity.

d. Unauthorized Possession of Alcohol on Duty.

An employee is prohibited from the unauthorized possession of alcohol while on duty.

e. Requirements for Employee to Notify of Violation/Conviction.

Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.

f. Consequences of Testing Positive.

An employee testing positive on an alcohol and/or controlled substance test will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment subject to applicable law. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test, at the employee's expense.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination subject to applicable law.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

a. Testing

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return-to-work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least one-hundred and twenty (120) days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel and police officers who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to involve a police officer, who shall complete the appropriate required documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled

substance testing. The City will document the reasons for not promptly conducting the required tests.

3. *Post-Accident Testing*

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require delay of medical attention or other assistance necessary in responding to the accident.

4. *Random Testing*

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. *Return to Duty Testing*

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse, at the employee's expense. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. *Follow-Up Testing*

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, at the employee's expense. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date, at the employee's expense.

7. *Confirmatory Testing*

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

b. *Failure to Test*

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

c. *Testing Procedures and Results*

1. *Alcohol*

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath and shall be conducted under the supervision of a police officer. An initial screening test will be conducted. Any result that is less than 0.02

alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity and the employee shall not be permitted to resume work, if at all, until the employee is: (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test. All costs associated with evaluation by a SAP, a rehabilitation contract and applicable testing shall be paid by the employee.

2. *Controlled Substances*

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two-stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is an alternative medical explanation for the test result. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYEE ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol abuse. All costs associated with evaluation by a SAP and employee assistance in resolving problems associated with the controlled substance or alcohol abuse shall be paid by the employee.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic (alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. Omnibus Transportation Employee Testing Act of 1991
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1469 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents to Submit the Project Proposal Application and Later to Execute an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program - Sub-Allocated Grant Program for the Old Olive Street Road Great Street Phase 1 Project

Public Works staff recommends that the City pursue federal funding to assist with a project to redesign and reconstruct the intersection of Lindbergh Boulevard at Old Olive Street Road. This \$2.35 million project would add a traffic signal to this intersection that will reconnect the two halves of Old Olive and is considered the critical first phase of the Old Olive Street Road Great Street Plan. The City has been awarded approximately \$1 million in state funding for the project, and staff proposes to seek about \$950,000 in federal funding. Construction of this project would likely begin in 2024.

RESOLUTION NO. 1469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO SUBMIT THE PROJECT PROPOSAL APPLICATION AND LATER TO EXECUTE AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION THROUGH THE SURFACE TRANSPORTATION PROGRAM - SUB-ALLOCATED GRANT PROGRAM FOR THE OLD OLIVE STREET ROAD GREAT STREET PHASE 1 PROJECT.

WHEREAS, the City Council deems it necessary to improve its existing roadway and sidewalk networks to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City's Planning and Zoning Commission adopted the Old Olive Street Road Great Street Plan on August 5, 2019, which calls for the addition of a traffic signal at the intersection of Lindbergh Boulevard at Old Olive Street Road as the critical first step in the implementation of the Great Street plan, and

WHEREAS, the City Council recognizes this Surface Transportation Program - Sub-Allocated (STP-S) Grant as an excellent opportunity to reconnect the two sections of Old Olive Street Road and to begin the Old Olive Street Road Great Street Plan for the benefit of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

1. An application shall be made under the STP-S Grant for a grant-in-aid to assist with a substantial portion of the costs to add a traffic signal, widen pavement, add sidewalks, and related improvements at the intersection of Lindbergh Boulevard and Old Olive Street Road, and to acquire the right of way and easements necessary for such improvements.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement of applicable costs.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 27th day of January, 2020.

Barry Glantz

Resolution

Meeting of January 27, 2020

Mayor

Attest:

Deborah Ryan, City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 23, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Federal Grant Application
Old Olive Great Street Phase 1 (Old Olive at Lindbergh)

Staff recommends that the City pursue federal grant assistance for a project to partially reconstruct the intersection of Lindbergh Boulevard at Old Olive Street Road and to introduce a traffic signal at this intersection. The access improvements that will be gained through this project are considered essential by both the 39 North Master Plan and the Old Olive Street Road Great Street Plan. If successful with the grant application, construction of the project would likely begin in 2024.

Project Background

The development of the 39 North agricultural technology district in the northeastern corner of Creve Coeur has led to new focus on this section of the city. The 39 North Master Plan was adopted by the Planning and Zoning Commission in 2017. This plan led to the project to reconfigure the interchange of Olive Boulevard at Lindbergh Boulevard and led to the development of the Old Olive Street Road Great Street Plan, which the Planning and Zoning Commission adopted in 2019.

A common aspect to these plans and the Olive-Lindbergh interchange project is that Old Olive Street Road would cease to be ramps for the Olive-Lindbergh interchange maintained by the Missouri Department of Transportation (MoDOT) and would become a municipally maintained “Main Street” of the 39 North district. The City is currently discussing with MoDOT the terms of adopting Old Olive Street Road as a City-maintained street and right of way.

Another common aspect is that a significant change is needed at the intersection of Lindbergh at Old Olive. The existing intersection allows only right turns, and the concrete barrier along the Lindbergh median divides Old Olive into two sections. The “Main Street” concept from the Master Plan and the Great Street Plan depends on reconnecting these halves of Old Olive. In addition, the additional access provided by a new signal at Lindbergh and Old Olive was found by staff to be the most feasible way for this intersection to offer the support needed for the traffic models to work for the reconfigured Olive-Lindbergh interchange.

Scope of Work

The proposed project involves the intersection of Lindbergh at Old Olive and includes approximately 400 feet of Old Olive on both sides of Lindbergh and approximately 600 feet of Lindbergh to the north and south of Old Olive. The scope of work includes a new traffic signal and the partial reconstruction of the intersection to accommodate the signal and the new left turns and Old Olive crossing traffic associated with the signal.

The project would also introduce pedestrian crossings on the west, south, and east sides of the intersection. The south crossing, across Lindbergh, would be wide enough to serve as a trail crossing for the multi-use trail that is envisioned by the Great Street Plan.

The cost of this project is estimated to be \$2.35 million.

Funding Sources

Staff proposes to use two federally funded grant programs to pay for most of the cost of the proposed project.

Cost Share Program. The City has secured approximately \$1 million in funding for the proposed project through the State of Missouri's Cost Share Program. The Cost Share Program will reimburse the City for 50% of the costs related to all phases of the work in the immediate vicinity of Lindbergh Boulevard, which will be most of the project. Because some of the proposed project will not be eligible for funding through this program, the awarded amount represents about 43% of the estimated cost of the project.

Staff expects that the agreement for this funding between MoDOT and the City will be ready to be presented to the City Council in February or March of this year.

Federal Surface Transportation Program (STP). The City has used this grant program to fund most of the recent improvements to its major roadways. This program will fund up to 80% of eligible project costs. Although design is eligible for funding, staff recommends against using the STP grant to fund this phase of the project in order to allow the City to begin the design sooner than the grant schedule would require. Staff proposes to seek approximately \$950,000 in STP grant funding, representing about 40% of the estimated project cost.

Applications for STP funding are due in early February, and the preliminary indication of a successful application is typically received by mid summer.

Funding Detail. Staff is currently refining the federal grant request for the proposed improvements to the intersection of Lindbergh at Old Olive. A general cost estimate, the awarded cost-share funding, the recommended STP grant application, and the City's share for each phase of the project are included below.

Project Stage	Fiscal Year	Total Cost	Cost Share Funding	Federal STP Funding	City Funding
Design	FY2021	\$ 215,000	\$ 107,500	\$ 0	\$ 107,500
Right of Way	FY2023	\$ 260,000	\$ 32,700	\$ 180,000	\$ 47,300
Construction	FY2024	\$ 1,700,000	\$ 786,550	\$ 700,000	\$ 213,450
Const. Inspection	FY2024	\$ 175,000	\$ 86,000	\$ 70,000	\$ 19,000
	Total	\$ 2,350,000	\$ 1,012,750	\$ 950,000	\$ 387,250
			43%	40%	17%

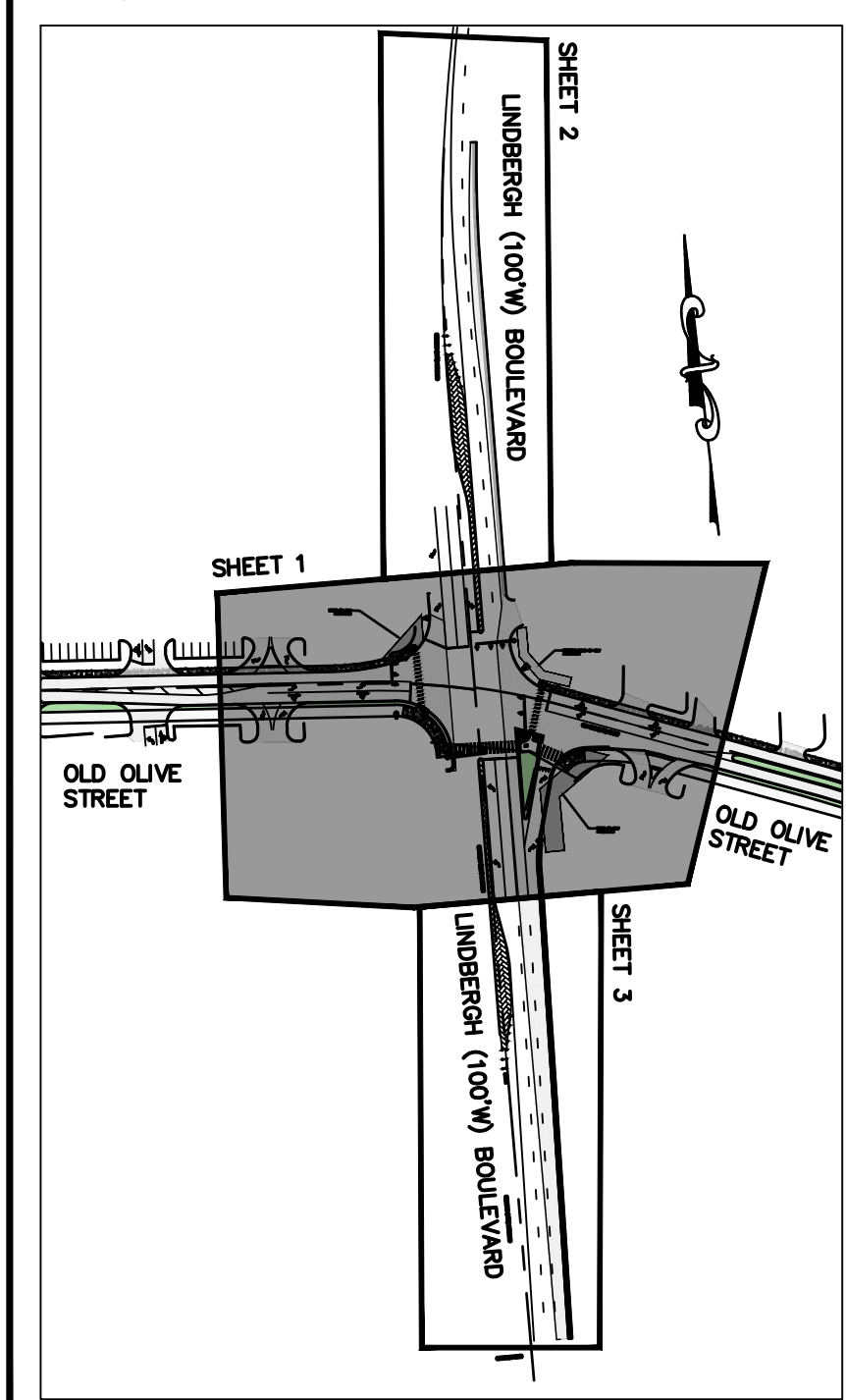
Recommendation

Staff recommends pursuit of a federal STP-S grant of \$950,000 for the new signal at the intersection of Lindbergh Boulevard and Old Olive Street Road. This grant request will represent about 40% of the estimated cost of the project.

This project has been found to be essential to the implementation of the Old Olive Street Road Great Street Plan, the success of the revised Olive-Lindbergh interchange, and the goals for the western half of Old Olive Street Road outlined in the 39 North Master Plan. Staff finds that pursuit of STP funding to supplement the awarded Cost Share Program funding is the City's best opportunity.

Attachment: Lindbergh – Old Olive Intersection Concept Plan

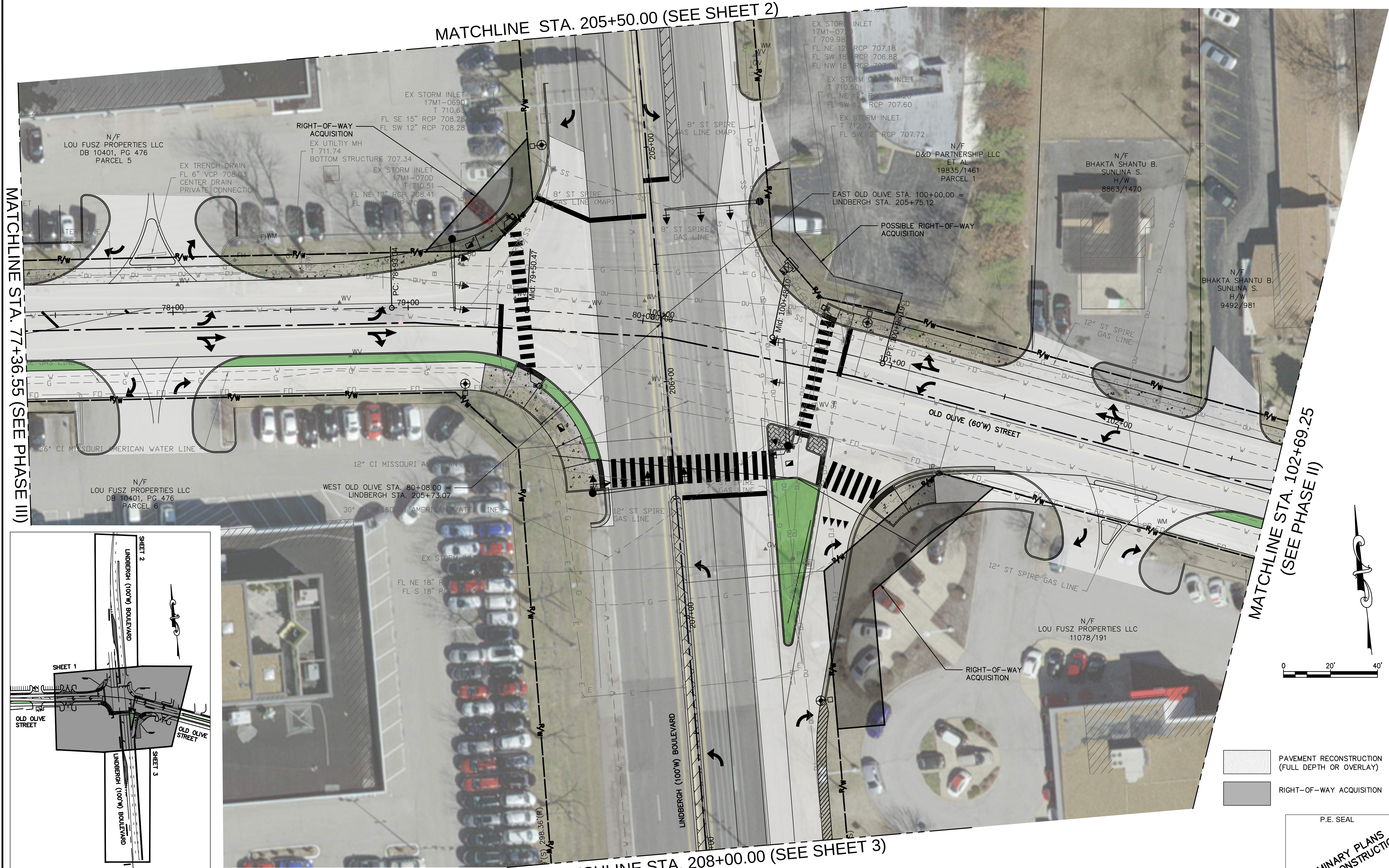
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LOCATION MAP

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS HEREON, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UTILITIES LOCATED IN THE FIELD PRIOR TO EXCAVATION OR CONSTRUCTION.



- PAVEMENT RECONSTRUCTION (FULL DEPTH OR OVERLAY)
- RIGHT-OF-WAY ACQUISITION

P.E. SEAL
**PRELIMINARY PLANS
NOT FOR CONSTRUCTION**
MARIE C. DENNIS, P.E.
LICENSE NUMBER: E-2000162091
LICENSE EXPIRES: 12/31/2014

REV.	DATE	DESCRIPTION

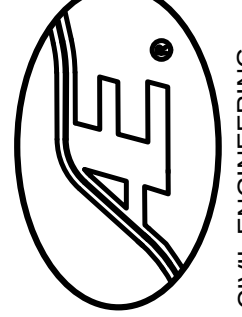
39NORTH - ANALYZE AND REDESIGN
OLD OLIVE STREET ROAD
CREVE COEUR, MISSOURI

DRAWING TITLE

SHEET NUMBER

1 OF 3

ACCESS ENGINEERING, LLC



11820 TESSON FERRY ROAD
SUITE 203
ST. LOUIS, MO 63128
(314) 849-8445

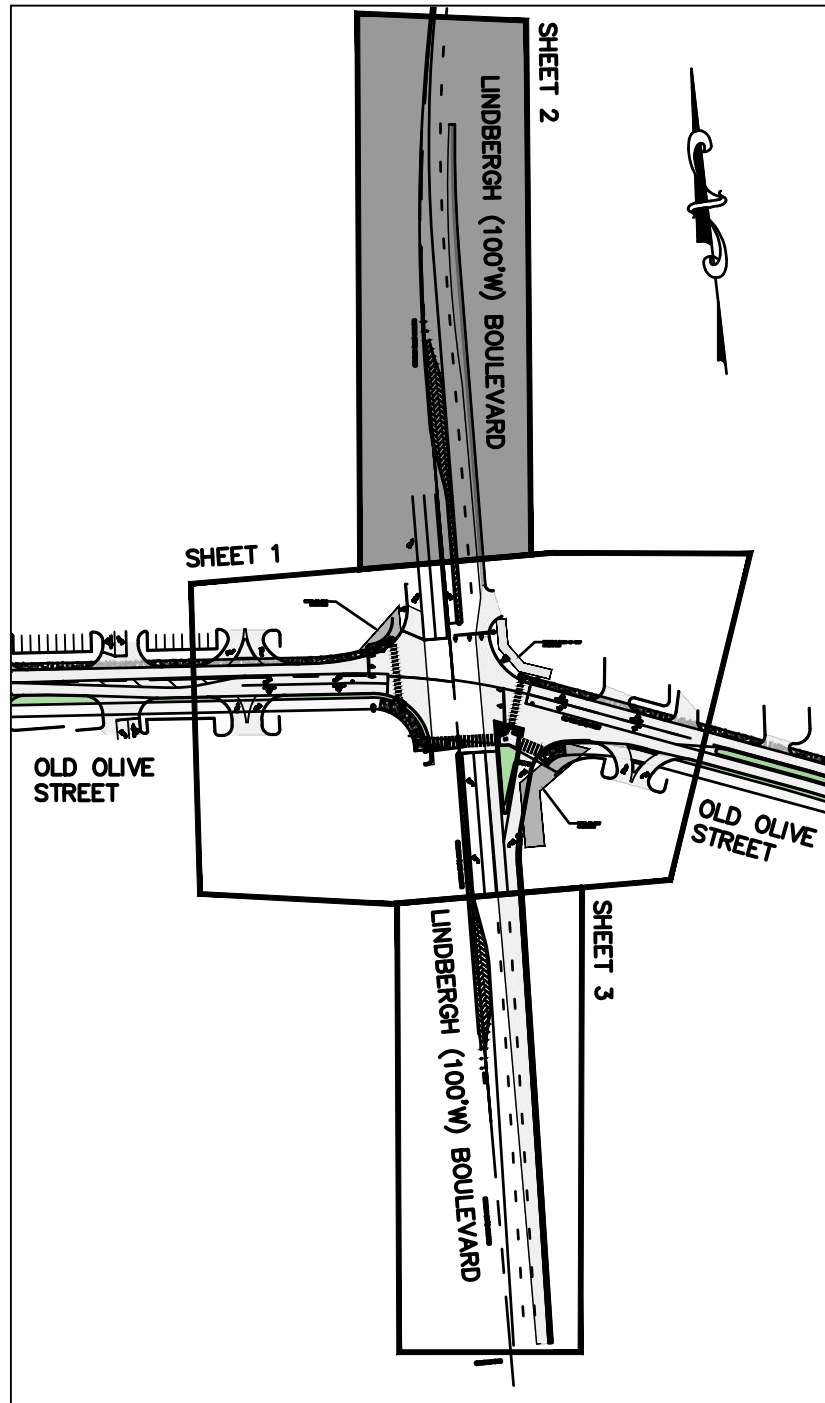
CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

DRAWN BY:
EJR

CHECKED BY:
MLB

DATE:
JAN 2019

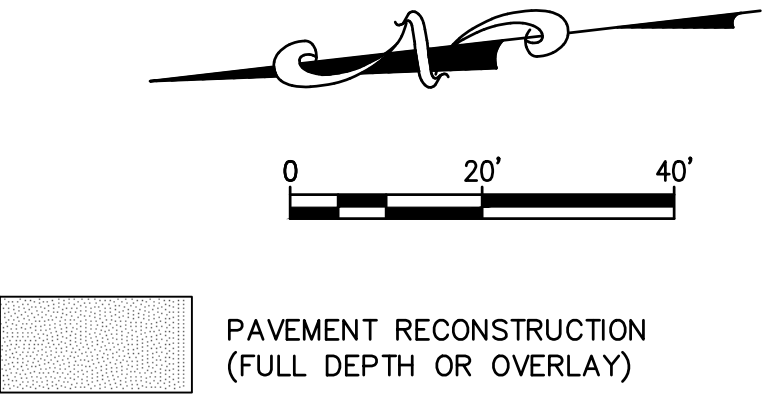
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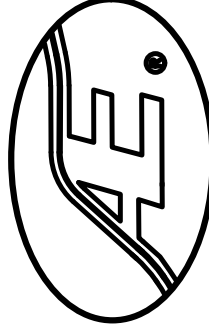
39NORTH - ANALYZE AND REDESIGN
OLD OLIVE STREET ROAD
CREVE COEUR, MISSOURI

DRAWING TITLE

SHEET NUMBER

2 OF 3

ACCESS ENGINEERING, LLC



11820 TESSON FERRY ROAD
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ST. LOUIS, MO 63128
(314) 849-8445

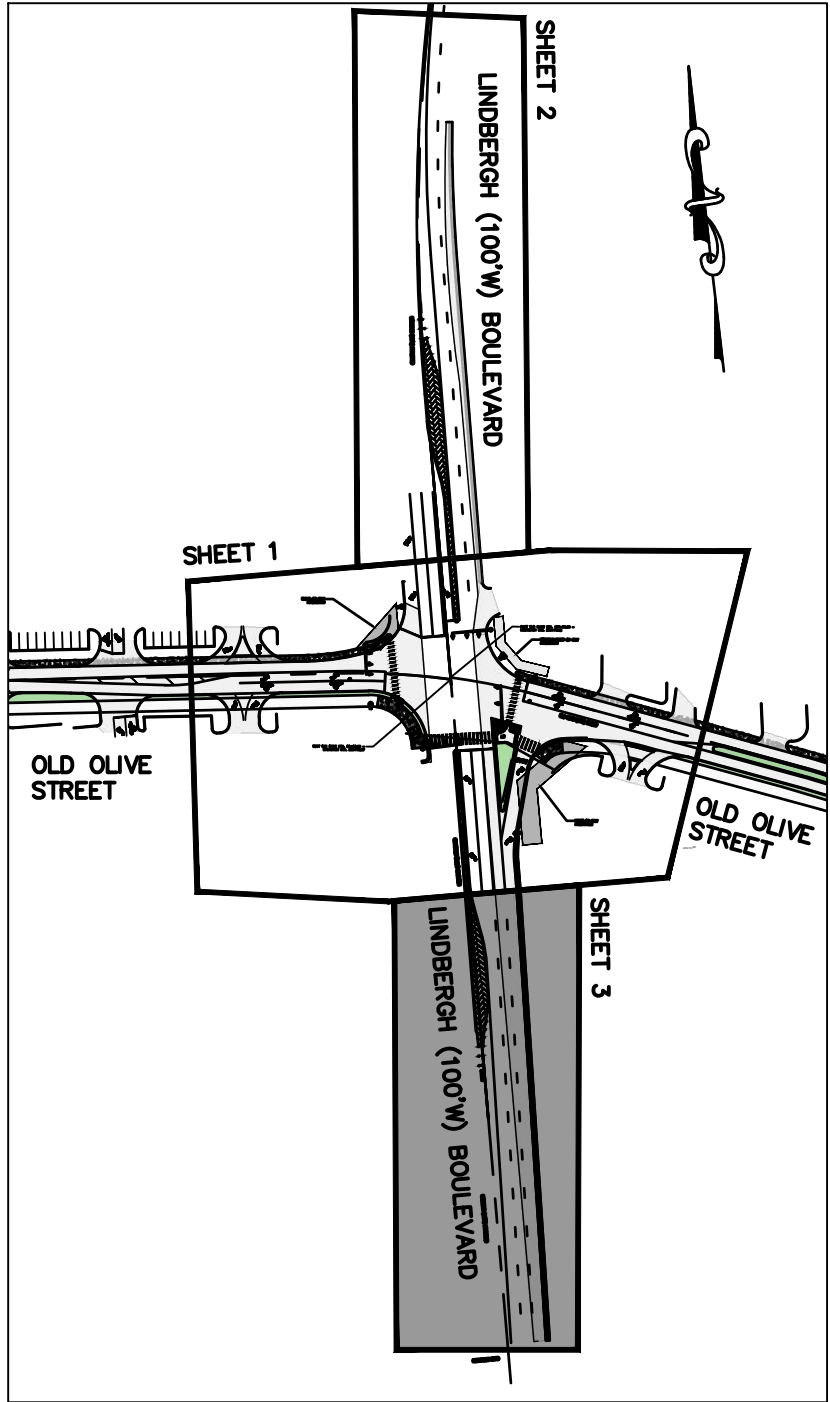
CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

DRAWN BY:
EJR

CHECKED BY:
MLB

DATE:
JAN 2019

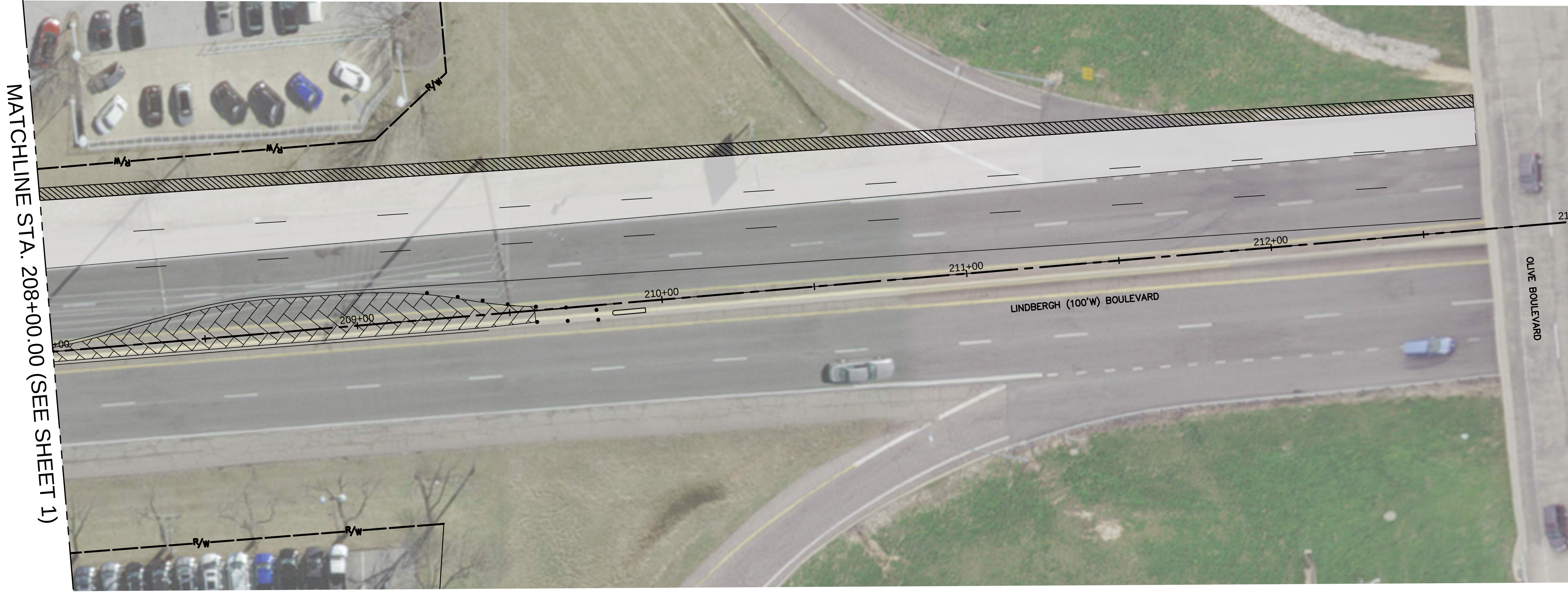
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LOCATION MAP

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS HEREON, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UTILITIES LOCATED IN THE FIELD PRIOR TO EXCAVATION OR CONSTRUCTION.



0 20' 40'

PAVEMENT RECONSTRUCTION
(FULL DEPTH OR OVERLAY)

P.E. SEAL

**PRELIMINARY PLANS
NOT FOR CONSTRUCTION**

MARIE C. DENNIS, P.E.
LICENSE NUMBER: E-2000162091
LICENSE EXPIRES: 12/31/2014

REV.	DATE	DESCRIPTION

39NORTH - ANALYZE AND REDESIGN
OLD OLIVE STREET ROAD
CREVE COEUR, MISSOURI

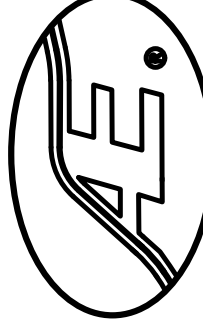
DRAWING TITLE

SHEET NUMBER

3 OF 3

ACCESS ENGINEERING, LLC

11820 TESSON FERRY ROAD
SUITE 203
ST. LOUIS, MO 63128
(314) 849-8445



CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

DRAWN BY:
EJR

CHECKED BY:
MLB

DATE:
JAN 2019



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Administrator
Category: Resolution
Prepared By: Mark Perkins
Department Head: Carl Lumley

SCHEDULED

STAFF REPORT

Resolution No. 1470 - a Resolution of the City of Creve Coeur, Missouri, Revising the Name and Establishing a Task Force to Make Recommendations for Memorializing the History of Venable Park

The proposed resolution will revise the name of the park to include the title, "Dr." in the name as requested by the Venable Park Coalition and the Venable family, and also establish a Task Force to be charged with making recommendations to City Council for memorializing the history of Venable Park.

RESOLUTION NO. 1470

A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, REVISING THE NAME AND ESTABLISHING A TASK FORCE TO MAKE RECOMMENDATIONS FOR MEMORIALIZING THE HISTORY OF VENABLE PARK.

WHEREAS, the City adopted Resolution 1467 on December 9, 2019, renaming the first City park to the H. Phillip Venable Memorial Park, and

WHEREAS, the City Council wants to slightly revise the name of the park based on requests from the Venable family and other interested parties, and

WHEREAS, Resolution 1467 calls for the City to memorialize the history of Venable Park, and

WHEREAS, the City Council desires community input on how to best memorialize this history and identify potential resources in doing so,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1 - The name of the park is hereby revised to be the “Dr. H. Phillip Venable Memorial Park”.

SECTION 2 – There is hereby established a Venable Park Task Force to make recommendations to the City Council for implementing Section 2 of Resolution 1467, which states:

The City shall duly consider amendments to the recently approved Parks Master Plan to incorporate suitable signage, memorial, educational and esthetic features in and around the park consistent with the intent of this resolution. At an appropriate time, the City shall conduct a ceremony to rededicate the park, honor the Venables, and promote further understanding of the history behind the park and the City’s ongoing dedication to promote the welfare of all people.

SECTION 3 - The Task Force shall be comprised of up to nine members, a majority of which shall be Creve Coeur residents. The Task Force shall include up to two representatives from the City’s Parks and Historic Preservation Committee (PHP). The Mayor and City Council shall submit initial nominations to a nominating committee, consisting of the Mayor, Council President, and a third Council member selected by the City Council. Such nominations shall be submitted no later than Monday, February 17, 2020. PHP’s nominees(s) shall be designated to the nominating committee by the PHP as soon as possible. The City Council shall select one of its members to serve as Chairperson of the Task Force. The Task Force Members shall elect a Vice Chairperson, and the City Administrator shall designate a staff liaison.

SECTION 4 – The Task Force shall make regular reports to the City Council and shall make its recommendations and otherwise conclude its work no later than one year from the date of adoption of this Resolution, at which time the Task Force shall be deemed dissolved unless otherwise determined by the Council.

RESOLUTION NO.

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS ____ DAY OF _____, 2020.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1471 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract Amendment with Horner & Shifrin, Inc. for Additional Engineering Design Services Related to the Emerson Road Improvement Project for the Not-To-Exceed Amount of \$11,000.00

Public Works staff recommends that the City enter into a supplemental agreement with Horner & Shifrin, Inc. for the design of the Emerson Road Improvement Project. This supplemental agreement is needed due to the project extending beyond the period stated in the contract and due to changes in the project requirements, neither of which were factors that were in the control of Horner & Shifrin.

RESOLUTION NO. 1471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH HORNER & SHIFRIN, INC. FOR ADDITIONAL ENGINEERING DESIGN SERVICES RELATED TO THE EMERSON ROAD IMPROVEMENT PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$11,000.00.

WHEREAS, the City Council of the City of Creve Coeur passed Resolution 1318 on October 30, 2017, that authorized a contract with Horner & Shifrin, Inc. for the engineering and surveying services needed to design and coordinate the Emerson Road Improvement Project for the not-to-exceed amount of \$71,508; and

WHEREAS, unforeseen circumstances outside of the control of Horner & Shifrin have extended the period of the design beyond the expiration date set in the contract and have led to the need for additional services; and

WHEREAS, Public Works staff has determined that Horner & Shifrin has provided a fair proposal to complete the work necessary to complete the design for the Emerson Road Improvement Project; and

WHEREAS, Amendment No. 1 to Owner-Engineer Agreement, for additional easement and right of way exhibits and for the sum of \$2,480.00, was administratively approved by the City Administrator on October 27, 2019; and

WHEREAS, Chapter 140 of the Municipal Code of the City of Creve Coeur requires that change orders in excess of 10% be presented to the City Council of the City of Creve Coeur for approval; and

WHEREAS, the proposed Amendment No. 2 to Owner-Engineer Agreement, for the not-to-exceed amount of \$11,000.00, represents an increase of approximately 15% over the original contract amount;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1. Amendment No. 2 to Owner-Engineer Agreement between Horner & Shifrin, Inc., and the City regarding the Emerson Road Improvement Project design, attached hereto as "Exhibit A," with a not-to-exceed contract sum of \$11,000.00, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Amendment. The Amendment as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Amendment.

Adopted this 27th day of January, 2020.

Resolution

Meeting of January 27, 2020

Barry Glantz
Mayor

Attest:

Deborah Ryan, City Clerk

EXHIBIT "A"**AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT****Subject of Amendment:** Extended Project Schedule, MoDOT Specifications Conversion, Utility Easement**1. Background Data:**

- a. Effective Date of OWNER-ENGINEER Agreement: October 31, 2017
- b. OWNER: City of Creve Coeur, MO
- c. ENGINEER: Horner & Shifrin, Inc.
- d. Project: Emerson Road Improvements

2. Nature of Amendment

Additional coordination and design services required for project related to the schedule extension, conversion of specifications from St. Louis County to MoDOT, and preparation of utility easement documents at 523 Emerson Road.

3. Description of Modifications

Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 14, 2020.

OWNER:

ENGINEER:

By: _____

By: Justin D. G...

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 1/14/20

This is **Attachment 1**, consisting of 1 page, to Amendment No. 2, dated January 14, 2020.

Modifications

- A1. ENGINEER shall perform the following Additional Services:

Additional coordination and design services required for project related to the schedule extension, conversion of specifications from St. Louis County to MoDOT, and preparation of utility easement documents at 523 Emerson Road.

- A2. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:

Eleven Thousand Dollars (\$11,000)

- A3. The schedule for rendering services is modified as follows:

Extended completion date 16 months from April 30, 2019 to August 31, 2020.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 23, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Supplemental Design Services
Emerson Road Improvement Project

The Department of Public Works recommends that the City enter into a contract amendment with Horner & Shifrin, Inc. for additional engineering and surveying services needed for the Emerson Road Improvement Project.

Project Overview

The City of Creve Coeur has been awarded a federal Surface Transportation Program (STP) grant for roadway widening, new curbing, new drainage facilities, and related improvements to Emerson Road, generally from Old Ballas Road to De Smet Jesuit High School. The anticipated cost to construct this project is \$605,000 and the grant award for this project is \$444,000, which is approximately 73% of the estimated construction cost.

The Missouri Department of Transportation (MoDOT) administers STP grants, including the one for the Emerson Road Improvement Project.

Several utilities will need to be relocated, and this work is expected to be completed in 2020. Construction of the roadway improvements is expected to begin in early 2021.

Proposed Contract Amendment

Three issues have made an amendment to the original design contract necessary:

1. **Utility Easements for Power Poles.** The proposed widening of Emerson Road will require the relocation of several utility poles along the west side of Emerson, but the right of way is not wide enough to accommodate the relocated poles. The City owns the adjacent parcel of land. Staff recommends that the City grant an easement along this property to give the utility poles a place to go, because doing so will help accelerate the pole relocation. The survey and engineering work needed for this easement were not included in the original contract.
2. **Specification Conversion.** MoDOT made a policy decision in late 2019 that all project designs that are completed after January 1, 2020, would need to use MoDOT standard specifications and standard plans as the basis for the project. Unfortunately, the Emerson project used St. Louis County standard specifications and plans, according to the City's typical practices, including for past grant projects. Changing from St. Louis County standards to MoDOT standards when the plans and specifications are 95% complete will take time, and such a conversion was neither envisioned nor included in the original project scope.

3. **Contract Duration Extension.** The original agreement envisioned a project that would achieve design approval within 18 months of the agreement's effective date of October 31, 2017. The period of service for the project expired at the end of April 2019, which is about nine months ago. The design for this project has been delayed by environmental and plan approvals that are outside of the control of Horner & Shifrin. Further, additional time is needed to complete the additional scope outlined in the items above. The contract amendment extends the duration of the project through August 2020.

It is important to note that the contract amendment is for work that has not yet been completed.

Summary of Changes

The proposed amendment is the second for the design of the Emerson project. The first amendment added a stormwater easement and right of way dedication along the same City parcel from which the utility easement is proposed to be granted. The first amendment was for less than 10% of the original contract value and was administratively approved.

The original contract and the two contract amendments are summarized below.

Original Contract:	\$	71,508	
Amendment #1	\$	2,480	(+3.5%)
Total to Date	\$	73,988	
Amendment #2	\$	11,000	(+15.4%)
Total Design Cost	\$	84,988	

The proposed amendment is an increase of about 15% over the original contract amount.

Recommendation

Public Works staff has reviewed the proposed amendment and finds that the not-to-exceed amount is reasonable to accommodate the additional services that are needed to complete the design for the project. Staff recommends the approval of this amendment in order to complete the design of the Emerson Road Improvement Project.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Administrator
Category: Appointment
Prepared By: Mark Perkins
Department Head: Carl Lumley

SCHEDULED

STAFF REPORT

Nominating Committee

A Nominating Committee is needed in order to recommend appointments to the Venable Park Task Force. The Nominating Committee will consist of the Mayor, Council President, and a third Council Member selected by the City Council.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

SCHEDULED

Meeting: 01/27/20 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

IT Security Update

City staff will provide an update on measures taken by the City to keep our IT systems secure.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: Parks and Recreation Department
Category: Discussion
Prepared By: Jason Valvero
Department Head: Jason Valvero

SCHEDULED

STAFF REPORT

Solar Panel System Review

Staff to review with City Council the solar panel system installed at the Dielmann Recreation Complex. The current agreement is expiring and a decision needs to be made to either take over the system or have it removed.

CITY OF CREVE COEUR



MEMORANDUM

Date: January 2, 2020
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Dielmann Recreation Complex Solar Panel System

The City entered into a contract with Microgrid Energy in 2014 to install a solar panel system at the Dielmann Recreation Complex (DRC). The system went live in September of 2014. The solar system supplies about 15% of the energy for a portion of the DRC – the Dielmann East meeting room, concession area, and golf cart charging stations. The solar panels do not provide power for the ice arena, warming area or the Dielmann West meeting room nor were they intended to. The City has no capital expense associated with the panels, which are under a 5-year lease with Microgrid for \$2,000 per year. As of September 1, 2019, the “Option Period” started. This 12-month period is given to facilities who have the systems to decide if they want to take ownership of the solar system. The City has until May 31, 2020 to exercise the purchase option.

Solar System Equipment

The solar system consists of 100 Trina Solar TSM-250 PA05 solar panels, two (2) Fronius IG Plus 12.0-3 inverters and a Fronius Datalogger for sending the data to an internet host. The panels are located on the roof above the ice rink, the two inverters are installed on an outside wall and the router is located inside the maintenance office. The pictures below show the panel system and inverters.

Estimated Production

The production of the system is warranted for 25 years and Microgrid has estimated energy production (kWh) each of those years in the chart below. Microgrid guaranteed production will equal at least 95% of projections, or they will make up the difference in the form of a credit back to the City. The production chart at the end of the memo provides the production levels for each of the years under the contract and whether or not the system performed as expected.

Year	Energy (kWh)	Year	Energy (kWh)	Year	Energy (kWh)
2014	33,456	2023	31,980	2032	30,570
2015	33,289	2024	31,820	2033	30,417
2016	33,122	2025	31,661	2034	30,265
2017	32,957	2026	31,503	2035	30,113
2018	32,792	2027	31,345	2036	29,963
2019	32,628	2028	31,189	2037	29,813
2020	32,465	2029	31,033	2038	29,664
2021	32,302	2030	30,878		
2022	32,141	2031	30,723	Total	788,088

Financial Summary

The city's only financial responsibility to the project was a \$2,000 yearly lease payment. The City paid a total of \$9,465.80 in lease payments to date. The City was given two credits totaling \$534.20. After five complete years of operation, the system has produced 153,742 kWh of energy, resulting in cost savings of approximately \$12,417. After deducting the \$9,465.80 in lease payments (\$2,000/year less \$534.20 in credits), the resulting net savings to the City was \$4,787 over the five-year term.

Looking to put the saving into perspective, the City could run 2.87 households or the run a standard household vacuum for 7,717 hours per year according to the US Energy Information Administration. Environmentally, the impact has been greater, with removing CO2 equivalent to planting 2,140 trees or removing 556,374 km of car omissions into the atmosphere over the term of the agreement.

Purchasing Option

The City has an option to take ownership of the solar system. If the City does take ownership of the system, there is a potential savings of approximately \$3,200 per year, due to any solar energy produced will offset the cost of energy the City would otherwise have to purchase from Ameren.

Staff has discussed maintenance and repair costs of the system moving forward with Microgrid. Microgrid has replaced the two (2) outside inverters due to flooding at a cost of \$3,400 each and spent approximately \$650 to replace one (1) broken solar panel. The inverters and panels have a 10-year warranty for product defects/workmanship and a 25-year warranty for module output, so there will still be warranties on the equipment even if the City takes ownership. If there are any issues with the Data Logger, new logger cards could be installed in the inverters themselves for approximately \$500. The current data logger is out of warranty.

There are local companies who can provide a preventative maintenance program, which includes a yearly inspection of the system. The cost is \$550 per year, with a written report. If the City chooses not to take ownership, the system will be removed at no cost to the City.

Staff Summary

The first two years of the project were challenging due to equipment problems, but once they were resolved, the system has been operating as it was intended to. As mentioned above, in the first year we lost 6-8 weeks of production in the peak of the summer due to the inverters being flooded. Microgrid installed canopies above the inverters (at no cost to the City) to prevent future flooding. The second year a data communications equipment failure resulted in production data not being exported to the internet host. However, the energy production was recorded on the hardware itself, and the numbers reconciled to produce an accurate representation of actual solar energy production. In 2018, a solar panel was replaced under warranty as a result of a golf ball damaging it. Staff has continued to monitor the daily, monthly and yearly energy production via the app and through emails. If the system had to be removed for any reason, the cost would be approximately \$6,000 in today's market.



At this point in the process, staff is seeking Council direction on whether to accept ownership of the solar panels. If so, staff will prepare the documents for formal consideration by City Council.

Actual Production

The solar panels produced 81% of projected energy generation in year 1 (2014-2015), 96% of projected energy in year 2 (2015-2016), 97% of projected energy in year 3 (2016-2017), 97% of projected energy in year 4 (2017-2018) and 92% of projected energy in year 5 (2018-2019). The low production in the first year was attributable to an electrical malfunction after the inverters were flooded from gutter overflow, which resulted in the system being out of service for 6+ weeks before the equipment was replaced and the low production in the fifth year was due to the data modem malfunctioning. Microgrid provided a corresponding credit in both years for the underperformance. Below is an example of the inverter display boards.



The chart below provides a summary of the actual versus projected energy production in kWh for the term of the contract.

Year	Actual Energy	Projected Energy	Percentage
2014 - 2015	27,261	33,456	81%
2015 - 2016	32,039	33,298	96%
2016 - 2017	32,319	33,289	97%
2017 - 2018	31,854	32,957	97%
2018 - 2019	30,269	32,957	92%



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

SCHEDULED

STAFF REPORT

Medical Marijuana License Update

Staff will report on the initial medical marijuana licenses awarded by the state on January 24, as multiple Creve Coeur locations were proposed for dispensaries.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 01/27/20 07:00 PM
Department: Parks and Recreation Department
Category: Report
Prepared By: Jason Valvero
Department Head: Jason Valvero

SCHEDULED

STAFF REPORT

Parks and Recreation Sponsorship Opportunities 2020

The Parks and Recreation Department offers partnership opportunities with local businesses and organizations to fit any budget. The partnership allows businesses to reach a new audience while building a stronger, healthier active community. Staff recommends approval of the proposed 2020 program.



Creve Coeur Parks & Recreation
Dielmann Recreation Complex
11400 Olde Cabin Road
Creve Coeur, MO 63141
Tel 314-872-2570
Fax 314-801-8152
www.creve-coeur.org

PARKS SPONSOR PROGRAM

2020 COMMUNITY
INVOLVEMENT OPPORTUNITIES

CREVE COEUR, MISSOURI

THE HEART OF COMMUNITY & COMMERCE

City of Creve Coeur Parks & Recreation

CREVE COEUR PARKS & RECREATION MISSION

Better health, community connections and fun are just a few examples of how Creve Coeur residents benefit from Parks & Recreation services. Our mission is to deliver a variety of recreation programs and services that encourage health, fitness, relaxation and citizen involvement while promoting a strong sense of community for residents of Creve Coeur.

SERVING 18,000 CREVE COEUR RESIDENTS THROUGH QUALITY PROGRAMS & EVENTS

Each year, fees and taxes fund the operational expenses required to make programs possible and parks & facilities to succeed. Additional support from our business community will allow our offerings to be even better. By partnering with Creve Coeur Parks and Recreation, you will help provide additional events to the community, enhance current programs, fuel an active and healthy community and enrich the lives of our residents.

WITH PARKS AND RECREATION, THE BENEFITS ARE ENDLESS

With a menu of activities and sponsorships that can fit any budget and reach a variety of audiences, the benefits of sponsorship are easily accessible to any business. Your partnership with Creve Coeur Parks & Recreation allows you to reach all of our residents and their guests while demonstrating positive corporate citizenships and increasing your visibility in the community.

ACT TODAY TO STRENGTHEN TOMORROW

Take advantage of our first partnership opportunities to get fresh exposure to your customers while building a stronger, healthier, more active community. Contact me today to secure your partnership.

Jason Valvero
Director of Recreation
314-872-2570
jvalvero@crevecoeurmo.gov

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

The following community activities and events are available for sponsorship:

COMMUNITY & FAMILY EVENTS

HEART TO HEART 5K RUN/WALK & 10K RUN

June 6, 2020: The biggest event of the year, this event plays host to 300+ runners and walkers and is a fundamental part of program development for Creve Coeur Parks & Recreation.

Friends of the Run - \$100+: Your name included on flyers at event, and recognition during event announcements. You will also receive one (1) event t-shirt.

Bronze Sponsor - \$300+: All Friends of the Run Sponsor benefits PLUS company name included on printed promotional material and table at the start/finish area.

Silver Sponsor - \$500+: All Bronze Sponsor benefits PLUS company logo on printed materials & t-shirts and display of banner (up to 4' x 6') provided by company at event. You will also receive two (2) free registrations.

Gold Sponsor - \$750+: All Silver Sponsor benefits PLUS promotional material in participant information bags. You will also receive five (5) free registrations.

Platinum Sponsor - \$1,000+: All Gold Sponsor benefits PLUS company logo on website. You will also receive 10 free registrations.

Diamond Sponsor - \$3,000+: All Platinum Sponsor benefits PLUS logo and link on website and recognition as Heart to Heart sponsor on department webpage. You will also receive 15 free registrations.

SUMMER CONCERT SERIES

June 11, July 9 & August 13, 2020: A concert in Creve Coeur parks will delight families and offer an alternative evening out. Sponsorship below is for one (1) concert.

Top-20 Sponsor - \$250+: Company name on signage at event and recognition at event.

Chart-Topper Sponsor - \$500+: All Top-20 Sponsor benefits PLUS company logo on printed promotional material and table at the event.

Gold Sponsor - \$1,000+: All Chart-Topper Sponsor benefits PLUS recognition on website.

Double-Gold Sponsor - \$2,000+: All Gold Sponsor benefits PLUS your logo on the City webpage and mentions in social media promotions.

Platinum Sponsor - \$3,000+: All Double-Gold Sponsor benefits for all three (3) concerts.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

FARMERS AND ARTISTS MARKET

Saturdays May 2 – October 3, 2020: After another successful year, this weekly market will continue to connect residents with local growers and producers. Sponsor's dollars will support both operations of the market and weekly special events.

Supporting Sponsors - \$250+: Company logo on City webpage.

Corporate Friends - \$500+: Supporting Sponsor benefits PLUS company name on the sponsor board displayed on market days and a market booth to distribute promotional material at a total of five (5) market days.

Advocate Sponsors - \$750+: All Corporate Friends Sponsorship benefits PLUS company logo on sponsor board displayed on market days, opportunity to be named sponsor of two (2) special events, market booth to distribute promotional material at a total of ten (10) market days.

Presenting Sponsor - \$1,000+: All Advocate Sponsor benefits PLUS the opportunity to be named sponsor of five (5) special events and market booth to distribute promotional material at a total of fifteen (15) market days.

GOLF COURSE

GOLF TOURNAMENT SPONSORSHIP

The Creve Coeur Golf Course hosts several tournaments throughout the year giving you opportunity to get your organization out in front of the golf community. The major events this year will include the Master's Mayhem on April 11, 2020 and the Chili Bowl on November 7, 2020. Sponsorship is good for one (1) tournament.

Hole Sponsor - \$50+: Hole sponsorship sign at designated tee box.

Par Sponsor - \$150+: Includes one (1) player fee, sign at designated hole and give-away items in player packages.

Birdie Sponsor - \$250+: Includes all Par Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Eagle Sponsor - \$500+: Includes all Birdie Sponsor benefits PLUS two (2) additional player fees (total of four), logo on in-cart signage and name listed on all printed promotional material.

Ace Sponsor - \$1,000+: Includes all Eagle Sponsor benefits PLUS company logo on all promotional material, beverage cart and logo on Creve Coeur Golf Course website as Ace Sponsor.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

ANNUAL HOLE SPONSORSHIP

The Creve Coeur Golf Course offers a great opportunity for your company to sponsor one of the nine holes of the course. The sponsorship is a 12-month commitment from the date the sponsorship is signed. The sign will be placed on the hole yardage post. The sign will be 18 inches wide by 12 inches tall and will be made of high density urethane with your logo or company name printed on it.

Tier One - \$1,500+: Hole Sponsor and 4 rounds of golf with cart.

Tier Two - \$2,000+: Hole sponsor, email blasts, name recognized at tournaments and 12 rounds of golf with cart.

Tier Three - \$3,000+: Hole sponsor, website recognition, email blasts, name recognized at tournaments and 25 rounds of golf with cart.

CUSTOM SPONSOR PACKAGES

Is your company or organization looking for a complete array of events to sponsor? Let us provide you with a custom sponsor package that will include discounts for your volume purchase!

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Parks Sponsor Program Guidelines

Creve Coeur Parks & Recreation (CCPR) has designed a sponsor program that will enhance our ability to deliver parks and recreation services by seeking partners whose products and businesses are consistent with and appropriate to CCPR mission and lines of business.

These guidelines are designed for businesses entering into sponsor agreements. Sponsorships are not to be confused with corporate donations or gifts for which there is no recognition or compensation. These guidelines are not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists. These guidelines are designed to provide a benefit to everyone in our community without diminishing the public image of CCPR facilities and programs.

In addition to supplementing City Ordinance Section 130.070, the purposes of this guideline is to:

- (1) Clearly state that these partnerships do not constitute a public forum for communication and debate. The rights granted by the partnerships are established and retained at CCPR discretion. CCPR reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors;
- (2) To outline the guidelines and procedures for entering into partnership agreements consistent with CCPR's mission;
- (3) To recognize that partnerships provide an effective means of generating new revenues and alternative resources to support CCPR facilities and programs.

DEFINITIONS

- A. "City" means City of Creve Coeur, a political subdivision of the State of Missouri.
- B. "Director" is the Director of the Creve Coeur Parks and Recreation Department, or his or her designee.
- C. "Partnership Packages" Partnership packages have been created for purposes of providing guidance and direction for potential sponsors and the City. It is understood and expected that minor adjustments may be made as necessary to meet City's and Sponsor's specific needs subject to conformity with restrictions, standards and guidelines set forth in this policy.

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POLICY

- A. **Intent.** It is the intent of CCPR to encourage sponsorships that foster a family friendly image/environment. It is the policy of CCPR that sponsorship agreements will exist in accordance with guidelines, criteria and procedures set forth in this policy.
- B. **Sponsorship Restrictions, Standards and Guidelines.** Sponsorships are accepted on a first-come, first-served basis. In addition to the terms and conditions set forth in each Sponsorship Package, the following restrictions, standards and guidelines shall apply:
 - a. **Prohibited Industries and Products.** In general, the following industries and products are not eligible for sponsorships with CCPR: Police-regulated businesses; companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; adult night club sponsors; political organizations;
 - b. **Message Content.** Sponsorships on City property are maintained as a nonpublic forum. The City intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The City may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Advertisers and advertising agencies are liable for all contents of advertisements including copy, representation and illustrations.
- C. **Sponsorship Criteria.** At a minimum, City Ordinance Section 130.070, Subsection(C)(3) and the following criteria will be taken into consideration when evaluating compatibility of a sponsorship proposal; in all cases, the Director, City Administrator and/or the City Council as outlined herein will have the prerogative to accept or reject a proposal:
 - a. The compatibility of the corporation's products, customers and promotional goals with CCPR Mission;
 - b. The desirability of association with the image;
 - c. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation;
 - d. Community support for, or opposition to, the proposal;
 - e. The operating and maintenance costs associated with the proposal.
- D. **Process of Selling Sponsorships.** The following process shall be followed in selling sponsorships:
 - a. All solicitations will occur in accordance with City Ordinance Section 130.070, Subsection (C)(4);

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- b. The cost of each Sponsorship Package will be based on the value of the exposure and the amount of benefits that are received by the potential sponsor for each sponsorship (see proposed sponsorship packages);
- c. All details involved with a Sponsorship Package will be approved by the Director and others as outlined herein;
- d. The City reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorship placed without a signed agreement is subject to rates that apply at the time of publication.
- e. All billing for the sponsorship fees will be processed through CCPR.

E. **Sponsorship Program and Administration.**

- a. **Administration.** CCPR Director shall be responsible for the daily administration of CCPR sponsorship program, in a manner consistent with these guidelines.
- b. **Procedure.** The Director shall review each potential sponsor to determine whether the Sponsor falls within the adopted standards and guidelines. Depending upon the annual value of the sponsorship, the following steps shall then commence:
 - i. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of not more than \$1,500 shall commence as follows in accordance with City Ordinance Section 130.070, Subsection (C)(1):
 - 1. The Director shall make recommendation to the City Administrator for approval based on compatibility with the adopted restrictions, standards and guidelines set forth in this policy.
 - 2. The City Administrator will review the sponsorship proposal to confirm/determine whether the Sponsor meets the adopted restrictions, standards and guidelines set forth in this policy.
 - 3. Ultimately, both the Director and the City Administrator shall each render a final decision to deny or approve the sponsor providing a brief statement of finding(s) in support of decision rendered. The Sponsorship shall not commence in the event that either the Director or the City Administrator deny the sponsorship.
 - ii. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of \$1,501 or greater shall commence as outlined in above Section E (2) and are subject to approval of the City Council as outlined in Section F **Approval, City Council** as follows in accordance with City Ordinance Section 130.070, Subsection (C)(2):

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- F. **Approval, City Council.** Upon joint review and compatibility approval of both the Director and the City Administrator, the Director shall prepare and present said findings in the form of a recommendation to the City Council for consideration. Specifically, the Director shall seek authorization/approval by resolution of the City Council to enter into said sponsorship agreement on behalf of the City. Upon the approval of the City Council, the Director shall commence with entering into a formal agreement with the sponsor, consistent with the Sponsorship Program, Creve Coeur City Ordinances as specified, on behalf of City of Creve Coeur.



Creve Coeur Parks & Recreation SPONSOR AGREEMENT

 Contact Person

 Title

 Sponsor Name (as you would like it displayed)

 Address

 City

 State

 ZIP

 Phone #

 Email

 Website Address

 Facebook Page

Event	Sponsor Level

The advertiser represents that they are fully authorized & licensed to use:

- a. The names, portraits and/or pictures of persons;
- b. Any copyrighted or trademarked materials;
- c. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any City publications and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party.

Hold Harmless. The advertiser agrees to indemnify and hold harmless the City, its Parks and Recreation Department, its elected and appointed officials, employees and volunteers from and

against all claims, losses, liability, damage and/or expenses arising from sponsorship agreements and advertising except to the extent arising from the City's breach of contract or negligence.

This Agreement is subject to the terms and conditions of the Creve Coeur Parks Sponsor Program, receipt of which is hereby acknowledged. This Agreement is not valid unless signed by both the Sponsor and the City. This Agreement shall be void unless funds are received by the due date indicated below. Sponsor solely responsible for delivery of all materials in a timely manner.

Sponsor Name

Title

Sponsor Signature

Date

Approved for the City subject to receipt of applicable funds by _____ (due date).

City of Creve Coeur

Title

City of Creve Coeur Signature

Date

CITY OF CREVE COEUR

**MEMORANDUM**

Date: January 17, 2020
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Park Sponsorship Program

Staff, committee members and City Council members reached out to local businesses to try and obtain sponsorship opportunities. The monies and in-kind donations generated were used to help offset program and activity costs, as well as raise money for a local charity. The overall amount raised equaled \$3,295 between the three (3) events/programs. The following is a list of businesses who contributed to sponsorship program in 2019:

Farmer's Market

- Renewal by Anderson - \$745
- Redfin Real Estate - \$250

Heart to Heart Run

- Drury Hotels - \$500
- Smoothie King - Product valued at \$300
- New Balance - \$200 in gift cards
- Treats Unleashed - \$300

Notes: Waiting on confirmation from Land Rover St. Louis (A Plaza Motor Company) for \$1,000 and First Bank for \$500 and the Heart to Heart event partnered with the American Heart Association and donated a total of \$250 to their worthy cause.

Annual Hole Sponsor

- Krummel Mortgage Group, USA Mortgage - \$1,000



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

SCHEDULED

Meeting: 01/27/20 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Electronic Waste Recycling Event

Midwest Recycling Center is proposing to co-sponsor an electronics recycling event with the City on May 29 and 30.



Memorandum

To: Mark Perkins, City Administrator
From: Nicole Muschinske, Business Sustainability Coordinator
Date: January 16, 2020
Re: E-Waste Recycling Event in May 2020

In line with my job purpose and goals, as well as Creve Coeur's mission to be a sustainability leader in the area, I propose we host a two-day e-waste recycling event for businesses and residents through Midwest Recycling Center (MRC). The proposed date is May 29th for businesses and May 30th for residents, 8 am–12 pm each day. In a typical event, residents pull through a designated drop off area and MRC workers unload their e-waste without residents having to exit their car. The MRC team directs cars through the area and provides all necessary equipment and labor. Once the event is confirmed, we will work with MRC to select a location. We are considering First Bank for Friday and Parkway Northeast Middle School for Saturday.

This year in particular is a great opportunity to host an e-waste event because it's the 50th anniversary of Earth Day! Businesses, organizations and municipalities are focusing extra energy on the environment, and hosting an e-waste event is an easy and inexpensive way to show our support for green initiatives. Chesterfield, Frontenac, Florissant, Manchester and Webster Groves, among others, have events scheduled with MRC for this year, some offering multiple dates.

Both Melissa and I have received calls from residents asking about e-waste events. E-waste events are sought after because they allow items to be recycled properly, and they are also a safe way to dispose of data bearing devices with sensitive personal information. The City is not required to provide any staff at the event, as the event is fully staffed by MRC. MRC also cross-promotes the event on their website. At the end of the event, we get a "certificate of proper recycling" showing how many pounds of e-waste we collected. The two-day event would cost the City no more than \$200. MRC would also pursue sponsorships from local businesses to further offset the cost.

Richmond Heights is an example of a city that recently hosted a successful e-waste event with MRC. The event was held on January 11th with a total cost to the city of \$275. Even with the impending snow storm, they filled 4 trucks and recycled a total of 30,083 pounds of e-waste. Karly Hinkebein, Recreation Supervisor, noted this event is "incredibly popular" and draws in residents from other cities as well. I have attached a copy of their contract with MRC for this event to show what specific services MRC provides for the event.

January 23, 2020

In order to pursue the City's goal to be a sustainable and environmentally conscious community, I propose the City partners with MRC to host an e-waste event for both businesses and residents on May 29-30, 2020, and would appreciate your feedback on this proposal.